

Exhibit A

United States Bankruptcy Court, District of New Jersey (Newark)**Fill in this information to identify the case (Select only one Debtor per claim form):**

<input type="checkbox"/> Bed Bath & Beyond Inc. (Case No. 23-13359)	<input type="checkbox"/> Alamo Bed Bath & Beyond Inc. (Case No. 23-13360)	<input type="checkbox"/> BBB Canada LP Inc. (Case No. 23-13361)	<input type="checkbox"/> BBB Value Services Inc. (Case No. 23-13362)
<input type="checkbox"/> BBBY Management Corporation (Case No. 23-13363)	<input type="checkbox"/> BBBYCF LLC (Case No. 23-13364)	<input type="checkbox"/> BBBYTF LLC (Case No. 23-13365)	<input type="checkbox"/> Bed 'n bath Stores Inc. (Case No. 23-13396)
<input type="checkbox"/> Bed Bath & Beyond of Annapolis, Inc. (Case No. 23-13366)	<input type="checkbox"/> Bed Bath & Beyond of Arundel Inc. (Case No. 23-13367)	<input type="checkbox"/> Bed Bath & Beyond of Baton Rouge Inc. (Case No. 23-13368)	<input type="checkbox"/> Bed Bath & Beyond of Birmingham Inc. (Case No. 23-13369)
<input type="checkbox"/> Bed Bath & Beyond of Bridgewater Inc. (Case No. 23-13370)	<input type="checkbox"/> Bed Bath & Beyond of California Limited Liability Company (Case No. 23-13371)	<input type="checkbox"/> Bed Bath & Beyond of Davenport Inc. (Case No. 23-13372)	<input type="checkbox"/> Bed Bath & Beyond of East Hanover Inc. (Case No. 23-13373)
<input type="checkbox"/> Bed Bath & Beyond of Edgewater Inc. (Case No. 23-13374)	<input type="checkbox"/> Bed Bath & Beyond of Falls Church, Inc. (Case No. 23-13375)	<input type="checkbox"/> Bed Bath & Beyond of Fashion Center, Inc. (Case No. 23-13376)	<input type="checkbox"/> Bed Bath & Beyond of Frederick, Inc. (Case No. 23-13377)
<input type="checkbox"/> Bed Bath & Beyond of Gaithersburg Inc. (Case No. 23-13378)	<input type="checkbox"/> Bed Bath & Beyond of Gallery Place L.L.C. (Case No. 23-13379)	<input type="checkbox"/> Bed Bath & Beyond of Knoxville Inc. (Case No. 23-13380)	<input type="checkbox"/> Bed Bath & Beyond of Lexington Inc. (Case No. 23-13381)
<input type="checkbox"/> Bed Bath & Beyond of Lincoln Park Inc. (Case No. 23-13382)	<input type="checkbox"/> Bed Bath & Beyond of Louisville Inc. (Case No. 23-13383)	<input type="checkbox"/> Bed Bath & Beyond of Mandeville Inc. (Case No. 23-13384)	<input type="checkbox"/> Bed, Bath & Beyond of Manhattan, Inc. (Case No. 23-13397)
<input type="checkbox"/> Bed Bath & Beyond of Opry Inc. (Case No. 23-13385)	<input type="checkbox"/> Bed Bath & Beyond of Overland Park Inc. (Case No. 23-13386)	<input type="checkbox"/> Bed Bath & Beyond of Palm Desert Inc. (Case No. 23-13387)	<input type="checkbox"/> Bed Bath & Beyond of Paradise Valley Inc. (Case No. 23-13388)
<input type="checkbox"/> Bed Bath & Beyond of Pittsford Inc. (Case No. 23-13389)	<input type="checkbox"/> Bed Bath & Beyond of Portland Inc. (Case No. 23-13390)	<input type="checkbox"/> Bed Bath & Beyond of Rockford Inc. (Case No. 23-13391)	<input type="checkbox"/> Bed Bath & Beyond of Towson Inc. (Case No. 23-13392)
<input type="checkbox"/> Bed Bath & Beyond of Virginia Beach Inc. (Case No. 23-13393)	<input type="checkbox"/> Bed Bath & Beyond of Waldorf Inc. (Case No. 23-13394)	<input type="checkbox"/> Bed Bath & Beyond of Woodbridge Inc. (Case No. 23-13395)	<input type="checkbox"/> Buy Buy Baby of Rockville, Inc. (Case No. 23-13398)
<input type="checkbox"/> Buy Buy Baby of Totowa, Inc. (Case No. 23-13399)	<input type="checkbox"/> Buy Buy Baby, Inc. (Case No. 23-13400)	<input type="checkbox"/> BWAOLLC (Case No. 23-13401)	<input type="checkbox"/> Chef C Holdings LLC (Case No. 23-13402)
<input type="checkbox"/> Decorist, LLC (Case No. 23-13403)	<input type="checkbox"/> Deerbrook Bed Bath & Beyond Inc. (Case No. 23-13404)	<input type="checkbox"/> Harmon of Brentwood, Inc. (Case No. 23-13405)	<input type="checkbox"/> Harmon of Caldwell, Inc. (Case No. 23-13406)
<input type="checkbox"/> Harmon of Carlstadt, Inc. (Case No. 23-13407)	<input type="checkbox"/> Harmon of Franklin, Inc. (Case No. 23-13408)	<input type="checkbox"/> Harmon of Greenbrook II, Inc. (Case No. 23-13409)	<input type="checkbox"/> Harmon of Hackensack, Inc. (Case No. 23-13410)
<input type="checkbox"/> Harmon of Hanover, Inc. (Case No. 23-13411)	<input type="checkbox"/> Harmon of Hartsdale, Inc. (Case No. 23-13412)	<input type="checkbox"/> Harmon of Manalapan, Inc. (Case No. 23-13413)	<input type="checkbox"/> Harmon of Massapequa, Inc. (Case No. 23-13414)
<input type="checkbox"/> Harmon of Melville, Inc. (Case No. 23-13415)	<input type="checkbox"/> Harmon of New Rochelle, Inc. (Case No. 23-13416)	<input type="checkbox"/> Harmon of Newton, Inc. (Case No. 23-13417)	<input type="checkbox"/> Harmon of Old Bridge, Inc. (Case No. 23-13418)
<input type="checkbox"/> Harmon of Plainview, Inc. (Case No. 23-13419)	<input type="checkbox"/> Harmon of Raritan, Inc. (Case No. 23-13420)	<input type="checkbox"/> Harmon of Rockaway, Inc. (Case No. 23-13421)	<input type="checkbox"/> Harmon of Shrewsbury, Inc. (Case No. 23-13422)
<input type="checkbox"/> Harmon of Totowa, Inc. (Case No. 23-13423)	<input type="checkbox"/> Harmon of Wayne, Inc. (Case No. 23-13424)	<input type="checkbox"/> Harmon of Westfield, Inc. (Case No. 23-13425)	<input type="checkbox"/> Harmon of Yonkers, Inc. (Case No. 23-13426)
<input type="checkbox"/> Harmon Stores, Inc. (Case No. 23-13427)	<input type="checkbox"/> Liberty Procurement Co. Inc. (Case No. 23-13428)	<input type="checkbox"/> Of a Kind, Inc. (Case No. 23-13429)	<input type="checkbox"/> One Kings Lane LLC (Case No. 23-13430)
<input type="checkbox"/> San Antonio Bed Bath & Beyond Inc.(Case No. 23-13431)	<input type="checkbox"/> Springfield Buy Buy Baby, Inc. (Case No. 23-13432)		

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	MSC Mediterranean Shipping Company SA Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>Mediterranean Shipping Company; MSC</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? c/o Benesch, Friedlander, Coplan & Aronoff LLP Attn: Gregory W. Werkheiser 1313 N. Market St., Suite 1201 Wilmington DE 19801 Contact phone <u>302-442-7010</u> Contact email <u>gwerkheiser@beneschlaw.com</u>	Where should payments to the creditor be sent? (if different) Attn: Vera Bykova, Legal Counsel 12-14 Chemin Rieu 1208 Geneva Switzerland Contact phone <u>+41 22 703 9150</u> Contact email <u>vera.bykova@msc.com</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____	
7. How much is the claim?	\$ <u>\$2,008,218.43</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).	
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Shipping and related services; associated interest, fees & charges.</u>	

9. Is all or part of the claim secured?

☐
☒

No
Yes. The claim is secured by a lien on property.

Nature of property:

- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
- ☐ Motor vehicle
- ☒ Other. Describe: Cargo

Basis for perfection:

Maritime, statutory, common law and contract lien rights

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ TBD

Amount of the claim that is secured: \$ TBD

Amount of the claim that is unsecured: \$ TBD (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ TBD

Annual Interest Rate (when case was filed) _____ %

- ☐ Fixed
- ☐ Variable

10. Is this claim based on a lease?

☒
☐

No
Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff?

☒
☐

No
Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☐
☒

Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- ☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).
- ☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
- ☒ Other. Specify subsection of 11 U.S.C. § 507(a)(^{507(a)}₂) that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ TBD

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?	<input checked="" type="checkbox"/>	No	
14. Is all or part of the claim being asserted as an administrative expense claim?	<input type="checkbox"/>	No	
	<input checked="" type="checkbox"/>	Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.	\$ _____
	<input checked="" type="checkbox"/>	Yes. Indicate the amount of your claim for costs and expenses of administration of the estates pursuant to 503(b), other than section 503(b)(9), or 507(a)(2). Attach documentation supporting such claim. If yes, please indicate when this claim was incurred:	
	<input checked="" type="checkbox"/>	On or prior to June 27, 2023:	\$ _____ TBD
	<input type="checkbox"/>	After June 27, 2023:	\$ _____
		Total Administrative Expense Claim Amount:	\$ _____ TBD
THIS SECTION SHOULD ONLY BE USED BY CLAIMANTS ASSERTING AN ADMINISTRATIVE EXPENSE CLAIM ARISING AGAINST ONE OF THE ABOVE DEBTORS FOR POSTPETITION ADMINISTRATIVE CLAIMS. THIS SECTION SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(B) AND 507(A)(2); PROVIDED, HOWEVER; THIS SECTION SHOULD NOT BE USED FOR CLAIMS PURSUANT TO SECTION 503(B)(9) OF THE BANKRUPTCY CODE.			

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐
☒
☐
☐

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.



07/06/2023

Signature

Name of the person who is completing and signing this claim:

Paolo Magnani

Name

First name Middle name Last name

Title

Exec. V.P.

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

MSC Mediterranean Shipping Company (USA) Inc.

Address

420 Fifth Avenue

Number Street

New York

NY

10018

City

State

ZIP Code

Contact phone

212 764 4800

Email

paolomagnani@msc.com

Additional Noticing Addresses (if provided):

Additional Address 1

Name: MSC Mediterranean Shipping Company SA
Address1: Attn: Vera Bykova, Legal Counsel
Address2: 12-14 Chemin Rieu
Address3:
Address4:
City: 1208 Geneva
State:
Postal Code:
Country: Switzerland

Contact Phone: +41 22 703 9150
Contact Email: vera.bykova@msc.com

Additional Address 2

Name:
Address1:
Address2:
Address3:
Address4:
City:
State:
Postal Code:
Country:

Contact Phone:
Contact Email:

Additional Supporting Documentation Provided

☒ Yes
☐ No

Attachment Filename:

MSC - Bed Bath Beyond Inc POC Final.pdf

United States Bankruptcy Court, District of New Jersey (Newark)**Fill in this information to identify the case (Select only one Debtor per claim form):**

<input type="checkbox"/> Bed Bath & Beyond Inc. (Case No. 23-13359)	<input type="checkbox"/> Alamo Bed Bath & Beyond Inc. (Case No. 23-13360)	<input type="checkbox"/> BBB Canada LP Inc. (Case No. 23-13361)	<input type="checkbox"/> BBB Value Services Inc. (Case No. 23-13362)
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Proof of Claim

04/22

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A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Name of the current creditor (the person or entity to be paid for this claim) _____

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☐ No

☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

Where should payments to the creditor be sent? (if different)

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Contact phone _____

Contact email _____

Contact phone _____

Contact email _____

4. Does this claim amend one already filed?

☐ No

☐ Yes. Claim number on court claims registry (if known) _____

Filed on _____

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☐ No

☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☐ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim?

\$ _____

Does this amount include interest or other charges?

☐ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

9. Is all or part of the claim secured?

- ☐ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

- ☐ Fixed
☐ Variable

10. Is this claim based on a lease?

- ☐ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** \$ _____

11. Is this claim subject to a right of setoff?

- ☐ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

- ☐ No
☐ Yes. *Check one:*

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- | | Amount entitled to priority |
|---|-----------------------------|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | \$ _____ |
| <input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | \$ _____ |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | \$ _____ |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | \$ _____ |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | \$ _____ |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. | \$ _____ |

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? ☐ No ☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ TBD

14. Is all or part of the claim being asserted as an administrative expense claim? ☐ No ☐ Yes. Indicate the amount of your claim for costs and expenses of administration of the estates pursuant to 503(b), other than section 503(b)(9), or 507(a)(2). Attach documentation supporting such claim. If yes, please indicate when this claim was incurred:

☐ On or prior to June 27, 2023: \$ TBD

☐ After June 27, 2023: \$ TBD

Total Administrative Expense Claim Amount: \$ TBD

THIS SECTION SHOULD ONLY BE USED BY CLAIMANTS ASSERTING AN ADMINISTRATIVE EXPENSE CLAIM ARISING AGAINST ONE OF THE ABOVE DEBTORS FOR POSTPETITION ADMINISTRATIVE CLAIMS. THIS SECTION SHOULD NOT BE USED FOR ANY CLAIMS THAT ARE NOT OF A KIND ENTITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. §§ 503(B) AND 507(A)(2); PROVIDED, HOWEVER; THIS SECTION SHOULD NOT BE USED FOR CLAIMS PURSUANT TO SECTION 503(B)(9) OF THE BANKRUPTCY CODE.

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The person completing this proof of claim must sign and date it. FRBP 9011(b).

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A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
☒ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/06/2023
MM / DD / YYYY

Signature

Name of the person who is completing and signing this claim:

Name Paolo Magnani
First name Middle name Last name

Title Exec. V.P., MSC Mediterranean Shipping Company (USA) Inc.

Company duly authorized agent for MSC Mediterranean Shipping Company SA
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 420 Fifth Avenue
Number Street

New York NY 10018
City State ZIP Code

Contact phone +1 212 764 4800 x 41674 Email paolomagnani@msc.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

BED BATH & BEYOND INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-13359 (VFP)

Jointly Administered

**ADDENDUM TO PROOF OF CLAIM OF
MSC MEDITERRANEAN SHIPPING COMPANY SA**

MSC Mediterranean Shipping Company SA (the “Claimant”), hereby files this addendum to its proof of claim (the “Claim”) or “Proof of Claim”) and, in support thereof, states as follows:

BASIS FOR PROOF OF CLAIM

1. Bed Bath & Beyond Inc. (“BBBI”) and its debtor affiliates listed in Column #1 of **Exhibit A** hereto (the “19-524WW Contract Debtor Parties”) are indebted to Claimant pursuant to that certain Ocean Carrier Agreement (19-524WW), dated July 1, 2019, by and between Claimant and BBBI on behalf of itself and the 19-524WW Contract Debtor Parties (as amended, supplemented, extended, restated, or otherwise modified from time to time, the “19-524WW OCA”). A true and correct copy of the 19-524WW OCA (without its associated rate schedules, which are Claimant’s proprietary information and confidential) is attached hereto as **Exhibit B** and is incorporated herein by reference.

2. BBBI and its debtor affiliates listed in Column #2 of **Exhibit A** hereto (the “21-418WW Contract Debtor Parties”) are indebted to Claimant pursuant to that certain Ocean Carrier Agreement (21-418WW), dated May 1, 2021, by and between Claimant and BBBI on

¹ The last four digits of Debtor Bed Bath & Beyond Inc.’s tax identification number are 0488. A complete list of the Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is 650 Liberty Avenue, Union, New Jersey 07083.

behalf of itself and the 21-418WW Contract Debtor Parties (as amended, supplemented, extended, restated, or otherwise modified from time to time, the “21-418WW OCA”). A true and correct copy of the 21-418WW OCA (without its associated rate schedules, which are Claimant’s proprietary information and confidential) is attached hereto as **Exhibit C** and is incorporated herein by reference.

3. BBBI and its debtor affiliates listed in Column #3 of **Exhibit A** hereto (the “22-418WW Contract Debtor Parties,” and together with the 19-524WW Contract Debtor Parties and the 21-418WW Contract Debtor Parties, the “Debtor Obligors”) are indebted to Claimant pursuant to that certain Ocean Carrier Agreement (22-418WW), dated May 1, 2022, by and between Claimant and BBBI on behalf of itself and the 22-418WW Contract Debtor Parties (as amended, supplemented, extended, restated, or otherwise modified from time to time, the “22-418WW OCA,” and together with the 19-524WW OCA and the 21-418WW OCA, the “Carrier Agreements”). A true and correct copy of the 22-418WW OCA (without its associated rate schedules, which are Claimant’s proprietary information and confidential) is attached hereto as **Exhibit D** and is incorporated herein by reference.

4. On April 23, 2023 (the “Petition Date”), the Debtor Obligors and certain of their affiliates filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code (11 U.S.C. §§ 101 *et seq.*, the “Bankruptcy Code”).

5. By the Proof of Claim and this Addendum (including its Exhibits), Claimant asserts any and all claims that Claimant may hold against any and all Debtor Obligors arising under or relating to the Carrier Agreements, any Bills of Lading issued under or in connection with such Carrier Agreements, any and all related documents, and otherwise under applicable law. Specifically, under the Carrier Agreements and the Bills of Lading issued pursuant thereto

Claimant from time to time at the request of the Debtor Obligors provided ocean going cargo shipping and related services to or for the benefit of the Debtor Obligors in consideration of their payment and performance of the Debtor Obligors' obligations under the applicable Carrier Agreements and related Bills of Lading.

6. As of the Petition Date, each of the 19-524WW Contract Debtor Parties was indebted to Claimant under the 19-524WW OCA and associated Bills of Lading in an amount not less than \$7,053.50 (exclusive of accruing fees, including, without limitation, attorneys' fees, costs, expenses, and other charges allowable under the Bankruptcy Code). Invoices evidencing the basis for foregoing amount owed by 19-524WW Contract Debtor Parties are summarized in the schedule attached hereto as **Exhibit E**, which is incorporated herein by reference.²

7. As of the Petition Date, each of the 21-418WW Contract Debtor Parties was indebted to Claimant under the 21-418WW OCA and associated Bills of Lading in an amount not less than \$121,649.00 (exclusive of accruing fees, including, without limitation, attorneys' fees, costs, expenses, and other charges allowable under the Bankruptcy Code). Invoices evidencing the basis for foregoing amount owed by 21-418WW Contract Debtor Parties are summarized in the schedule attached hereto as **Exhibit E**, which is incorporated herein by reference.

8. As of the Petition Date, each of the 22-418WW Contract Debtor Parties was indebted to Claimant under the 22-418WW OCA and associated Bills of Lading in an amount not less than \$1,879,515.93 (exclusive of accruing fees, including, without limitation, attorneys' fees, costs, expenses, and other charges allowable under the Bankruptcy Code). Invoices

² Copies of the invoices identified in Exhibit E are voluminous and, accordingly, are not attached hereto. Although copies of such invoices should already be in the possession of the Debtors, Claimant will make copies of such invoices available upon reasonable request.

evidencing the basis for foregoing amount owed by 22-418WW Contract Debtor Parties are summarized in the schedule attached hereto as **Exhibit E**, which is incorporated herein by reference.

9. Further, following the Petition Date, representatives of the Debtor Obligors accepted delivery of the following shipping containers and their associated contents, which were then still in Claimant's possession, custody or control:

Container Type	Container	Bill of Lading	Port of Load	Port of Discharge
40HC	MSDU6729350	MEDUIF639229	NHAVA SHEVA	LONG BEACH
40HC	SEGU6970644	MEDUIF639229	NHAVA SHEVA	LONG BEACH
40DV	MSDU4161960	MEDUIU040784	NHAVA SHEVA	LONG BEACH
40DV	INBU5373665	MEDUIF903815	NHAVA SHEVA	LONG BEACH

Claimant agreed to release the foregoing shipping containers and their contents based on the representations of the Debtor Obligors that Claimant would be paid in full for all amounts owed to Claimants in respect of the foregoing shipping containers and their contents. Claimant is still verifying whether it has received the agreed upon payment from the Debtor Obligors in for the release of the foregoing containers and their contents. To the extent that Claimant has not been paid by the Debtor Obligors on account of Claimant's release to the Debtor Obligors of the foregoing containers and their contents, Claimant is entitled to and hereby asserts the following for all such amounts that remain due and owing to Claimant: (a) a priority administrative expense claim pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code; (b) and any and all maritime, statutory, common law and contractual liens in favor of Claimant as to the containers, the contents thereof, and any and all proceeds of the foregoing.

10. In addition to the amounts set forth above generated under the Carrier Agreements, under Section 24(A) of each of the Carrier Agreements the Debtor Obligors, as applicable, agreed to indemnify and hold harmless, and to pay all losses and damages incurred

by Claimant and its related parties as identified therein from all manner of liabilities, damages, fines, penalties, losses, costs and expenses as more fully set forth in the applicable Carrier Agreement. Although Claimant is not currently aware of any claims it may hold under Section 24 of the Carrier Agreements or any other sections of the Carrier Agreements requiring indemnification or reimbursement of fees and expenses, it hereby reserves its right to amend this claim to reflect any such amounts or claims.

11. The Carrier Agreements are executory contracts under 11 U.S.C. § 365. To the extent that any Debtor Obligor rejects a Carrier Agreement, Claimant anticipates that there will be damages related to such rejection. Claimant hereby reserves its rights to update and modify the Proof of Claim and this Addendum to reflect any such rejection damages, which may include, among other things, costs and attorneys' fees.

RESERVATION OF RIGHTS

12. Claimant reserves the right to: (a) amend, supplement or otherwise modify this Proof of Claim and Addendum at any time, including after the applicable bar date, and in any manner; and (b) file additional proofs of claim for any additional claim(s), which may be based on the same or additional documents or grounds of liability, including, without limitation, administrative expense claims for obligations under either Carrier Agreement that accrued postpetition or other damages related to the failure of any Debtor Obligor to pay the sums due under same, or arising from the rejection of either Carrier Agreement.

13. The filing of this Proof of Claim is not and shall not be deemed or construed as: (a) a waiver or release by Claimant of any rights against any person, entity, or property, including, but not limited to, any and all rights of contribution from non-debtor third parties; (b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to

proceedings, if any, commenced in any case otherwise involving Claimant; (c) a waiver or release of Claimant's right to a jury trial, or Claimant's consent to trial by jury conducted by this Court, as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy or proceeding related thereto, notwithstanding the designation or not of such matters as core proceedings pursuant to 28 U.S.C. § 157 or otherwise; (d) a waiver or release of Claimant's right to have, or to assert that, any and all final orders in any and all matters or proceedings be entered only after *de novo* review by the United States District Court; (e) a waiver of Claimant's right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto, or other proceeding which may be commenced in the Bankruptcy Case or otherwise involving Claimant; (f) an election of remedies or choice of law; (g) a waiver or release of, or any limitation on, Claimant's right to assert that any portion of the claims asserted herein are entitled to treatment as priority claims or as administrative claims under sections 503(b) and 507(a) of the Bankruptcy Code; (h) an admission of any kind; or (i) a waiver of any rights, claims, actions or defenses, setoffs, recoupments or other matters as to which Claimant is entitled under any agreements, at law, in equity, or otherwise, regardless of whether expressly referenced herein but expressly including its rights as a holder of administrative claims for services provided postpetition under either Carrier Agreement and the ability to setoff such amounts against amounts arising postpetition under other agreements between Claimant and any Debtor Obligor.

Exhibit A

COLUMN #1	COLUMN #2	COLUMN #3
Debtors on OCA 19-524ww, dated 1 JULY 2019, as amended	Debtors on OCA 21-418ww, dated 1 May 2021, as amended	Debtors on OCA 22-418ww, dated 1 May 2022, as amended
Bed Bath & Beyond Inc.	Bed Bath & Beyond Inc.	Bed Bath & Beyond Inc.
Bed Bath & Beyond of California, LLC	Buy Buy Baby, Inc.	Liberty Procurement Co., Inc.
Buy Buy Baby Inc.	Harmon Stores, Inc.	Buy Buy Baby, Inc.
Harmon Stores, Inc.		Harmon Stores, Inc.
Liberty Procurement Co., Inc.		BBB Canada LP Inc.
One Kings Lane LLC		

NANTUCKET DISTRIBUTING CO., LLC SERVICE CONTRACT
SVC 19-524WW

(AMN 2)

TERMS AND CONDITIONS

THIS SERVICE CONTRACT ("Contract"), made and entered into as of the 01st July, 2019 by and between Bed Bath & Beyond Inc., with its principal offices at 650 Liberty Avenue Union, NJ 07083 United States of America and its affiliates as listed in Appendix A (hereinafter collectively referred to as "Shipper"), and MSC Mediterranean Shipping Company SA, with its principal offices at Chemin Rieu 12-14, Geneva 1208, Switzerland (hereinafter called "Carrier").

1. DEFINITIONS

"Bill of Lading" means the Carrier's bill of lading or sea waybill as the case may be.

"Carriage of Goods by Sea Act" or "COGSA" means the Carriage of Goods by Sea Act, set forth in the note following 46 U.S.C. Sec. 30701.

"Carrier" means MSC Mediterranean Shipping Company SA

"Consignee" means the person entitled to take delivery of the Goods and named on the Bill of Lading as such.

"Container" means an ISO standard container. The term includes dry cargo, refrigerated and flat rack containers.

"Contract" shall mean this Service Contract, including all appendices attached hereto and such other documents as are expressly named herein, all of which are expressly incorporated herein by this reference.

"Customary Freight Unit" means any physical unit of cargo not shipped in a package, including machinery and vehicles (whether new or used) and shall have the meaning given to it by the jurisprudence of the Maritime Law of the United States.

"Freight Charges" means the remuneration payable to Carrier for the carriage of Goods under this Contract.

"Goods" means the merchandise, articles and commodities specified or identified in this Service Contract or the appendices annexed hereto and include the packing, the packaging material and container not supplied by or on behalf of Carrier.

"MQC" shall mean Minimum Quantity Commitment specified in this Contract.

"Package" means a material unit containing Shipper's Goods, notwithstanding its weight, dimension or volume. Notwithstanding anything to the contrary, the loaded Container shall not be considered to be or construed as the package or unit.

"Port-to-Door" means through transportation of a Container and its contents from a foreign port to a domestic facility of Shipper.

"Port-to-Port" means transportation of a Container and its contents from a foreign port to a domestic port.

"Shipper" means Nantucket Distributing Co., LLC and its affiliates listed in Appendix A (whether in the capacity as the consignor, consignee or owner of the Goods) and anyone authorized to act on their behalf.

"Sub-Contractor" means owners and operators of vessels (other than Carrier), stevedores, terminal, warehouse, road and rail transport operators, motor carriers and any independent contractor employed by a Carrier in the performance of the carriage and any sub-sub-contractor thereof.

"Vessel," means the vessel named in the Bill of Lading, and any feeder vessel, lighter or barge used by or on behalf of a Carrier in connection with any seaborne leg of the carriage.

Initial capitalization on terms defined is not required in the use of any of the foregoing defined terms.

2. APPLICATION

A. The provisions of this Contract are applicable to all services requested by Shipper and provided by Carrier during the term of the Contract, and to all shipments duly tendered by Shipper and accepted by Carrier and may continue to apply even if Shipper's MQC has been satisfied, upon mutual agreement.

Exhibit A - Proof of Claim Page 19 of 95

B. Shipper may add or delete one or more bills of lading to or from the Bill of Lading issued by Carrier and amendment of this Contract at any time. Consent to such amendment shall not be unreasonably withheld.

C. The terms and conditions of this Contract shall at all times govern all responsibilities of Carrier in connection with or arising out of the acceptance and carriage of Shipper's Goods. The terms and conditions of any Bill of Lading issued by Carrier shall also apply to the acceptance and carriage of Shipper Goods, but to the extent they conflict in any way with any term or condition of this Contract, this Contract shall govern.

D. The provisions of this Contract are applicable without regard to the nationality of the Vessel, Carrier, its sub-contractors, Shipper or any other interested person.

G. For the purpose of this Contract, Carrier is deemed to be in charge of the Goods from the time it has taken over the Goods from the Shipper, or a person acting on its behalf until the time it has delivered the Goods, by handing over the Goods to Consignee or Shipper; or in cases where Shipper does not receive the Goods from Carrier, by placing them at the disposal of Consignee or Shipper in accordance with the Contract.

3. TERM OF CONTRACT

This Contract shall be effective and shall be for a term of 52 weeks as set forth in Appendix D, unless earlier terminated as provided below, or extended by agreement of the parties hereto (the "Parties").

4. TERMINATION

A. This Contract is subject to early termination only as follows:

(1) by either Party effective immediately for any material breach hereof by the other Party which remains uncured thirty (30) days after notice from the aggrieved Party to the offending Party, specifying the nature of the breach; or if it will take more than thirty (30) days to cure the breach, the cure has not commenced within thirty (30) days or is not diligently pursued thereafter; or

(2) by either Party effective upon ten (10) days' notice if a Force Majeure condition as defined herein is declared by the other Party and continues unabated for a period exceeding twenty (20) consecutive days.

B. If this Contract is required to be filed with the Federal Maritime Commission ("FMC"), Carrier shall promptly notify the FMC of early termination in the manner required by that agency.

C. Upon the termination or expiration of the Contract, each Party shall promptly assist the other with removal of all Goods and other owned or leased materials, products and equipment then within its care, custody or control. Each Party shall bear the actual and reasonable expenses incurred in fulfilling its obligations hereunder. In the event of early termination for breach, the obligation of the non-breaching Party with respect to MQC shall be reduced to the amount shipped as of termination.

D. The Parties intend that the contractual arrangement be continuous in nature until such time as the Contract terminates or is terminated by one or both of the Parties. In the event that no agreement is reached this Contract shall be terminated.

E. Termination or expiration of the Contract shall not relieve or release either Party from any rights, liabilities, or obligations that have previously accrued under law or the terms of the Contract.

5. GOODS

The Goods to which this Contract applies are all those commodities and materials specified or described in Appendix D annexed hereto.

6. PORTS OF ORIGIN

The Ports of Origin to which this Contract applies are specified or described in Appendix D annexed thereto.

7. PORTS OF DESTINATION

The Ports of Destination to which this Contract applies are specified or described in Appendix D annexed thereto.

The Loading Ports, Discharge Ports and Intermodal Ports to which this Contract applies are specified or described in Appendix B annexed thereto.

9. MINIMUM QUANTITY COMMITMENT; FORECASTS

A. Shipper agrees to tender to Carrier, and Carrier agrees to accept from Shipper, the minimum quantity commitment (hereinafter MQC) specified in this Contract. Shipments shall be deemed within the scope of this Contract and shall be counted toward the MQC if made by Shipper or by an authorized agent on behalf of Shipper.

For purposes of calculating the MQC the following FEU Equivalent conversion table will apply:

20' container	0.5 FEU – or 1 TEU
40' container	1.0 FEU – or 2 TEUs
40' H/C container	1.125 FEU

B. Forecasts. In order to facilitate load planning, Shipper will provide Carrier with regular thirty (30) day rolling forecasts by origin and destination.

C. MQC: see Appendix D

10. SERVICE COMMITMENT

A. Shipper Obligations

As stated in Section 9, Shipper will provide adequate forecasts to Carrier that will allow for accurate load planning. Shipper agrees to give ten (10) days booking notice before CY closing wherever practicable but no less than, eight (8) days, to the Carrier for any Contract shipments.

B. Carrier Obligations

(1) Subject to the second sentence of Section 10(A), Carrier will use best efforts to satisfy the scope and level of the Shipper's forecasted requirements, including without limitation the number of sailings, space allocated per sailing, Containers adequate and appropriate for ocean transportation, transit times, and lanes served.

(2) If Containers are booked at least eight (8) days prior to the scheduled departure date for the particular voyage, Carrier agrees to accept the number of shipments set forth in the sub-MQC, if any. Carrier may, at its option, accept more than said sub-MQC of containers, but shall not be obligated to do so.

C. Service Failure - Carrier

If the Carrier fails to carry the quantities specified above for any consecutive 3-month period the annual MQC shall, at the option of the Shipper, be reduced by the amount of the shortfall during said period. This shall be the Shipper's sole and exclusive remedy in the event Carrier fails to meet its obligations to carry the Shipper's MQC under this Contract.

D. Discontinuance of Service.

In the event Carrier should discontinue service to or from any origin or destination port set forth in this Contract, Shipper and Carrier shall negotiate in good faith an amendment of the Contract reflecting the resulting change in service. If agreement on such an amendment cannot be reached, then the MQC may, at the option of the Shipper, be reduced accordingly, and the Contract amended to reflect the reduction. In the event Shipper should make material sourcing changes to or from any origin or destination port set forth herein, Shipper and Carrier shall negotiate in good faith an amendment to this Contract reflecting the resulting quantity change. If agreement cannot be reached, then the MQC may, at the option of the Carrier, be reduced and the Contract amended accordingly.

11. BILLS OF LADING

A. Each shipment received pursuant to this Contract shall be evidenced by a Bill of Lading signed by Carrier showing the kind, quantity and condition of commodities. Such Bill of Lading or receipt shall be rebuttable evidence of receipt of such commodities by Carrier in apparent good order and condition unless such commodities are not readily observable (contents and condition of contents of packages unknown) or as may be otherwise noted on the face of such receipt.

B. Carrier's duties and responsibilities under this Contract shall commence when Carrier takes possession and control of the Goods or upon execution of such Bill of Lading by Carrier, whichever occurs first, and shall end when Carrier delivers the Goods.

C. As indicated on the Bill of Lading, the mode of transport may be "Port-to-Door" or "Port-to-Port" shipments. All Bills of Lading shall be "Combined Transport Bills of Lading" to the named destination and Carrier shall be liable to Shipper for loss or damage in accordance with the terms of this Contract regardless of any separate contracts entered into by Carrier with any sub-contractors.

D. To the extent any term or condition of such Bill of Lading or receipt conflicts in any way with any term or condition of this Contract, this Contract shall govern.

12. RATES, ACCESSORIAL CHARGES & SURCHARGES

A. As complete compensation for the services provided by Carrier pursuant to this Contract, Carrier agrees to charge and Shipper agrees to pay the rates and charges specified in Appendix B (attached hereto and made a part hereof). No modifications or adjustments to such rates and charges shall be valid unless contained in a written and duly executed amendment to this Contract, which has been filed with the FMC.

B. The rates and charges included in this Contract are all-inclusive and shall be the entire cost of the transportation provided. No assessorial or arbitrary charges or surcharges of any kind that would affect the cost of the services performed hereunder, including but not limited to any general rate increase, peak season surcharge, terminal handling charge, currency adjustment charge, equipment charge, or any other surcharge that are not specifically included in Appendix B shall apply to the shipments tendered by Shipper under this Contract. Charges and surcharges included in any tariff incorporated in this Contract shall not apply to the shipments tendered hereunder, unless separately agreed to by Shipper in an amendment to this Contract.

C. In addition to the rates and charges specified in Appendix B, shipments tendered hereunder shall be subject to the Bunker Recovery Charge (BRC) and Low Sulphur Charge (LSC) listed in the Carrier's tariff and subject to China Low Sulphur Component (CLS) which shall be fixed for the duration of the contract, applicable to carriage between the relevant port of loading and the port of destination and in effect at the time of shipment.

D. The provisions of Carrier's tariffs shall not apply to the transportation performed under this Contract unless such tariffs are specifically identified and incorporated in the appendices of this Contract. If any tariff incorporated in this Contract is revised or reissued by Carrier during the term of this Contract, and such modification or reissuance would result in any increased cost to Shipper, then the tariff provision(s) that would result in such increased cost to Shipper shall be inapplicable to the transportation services performed hereunder unless separately agreed to in writing by shipping in an instrument other than a Bill of Lading. Any tariff provision incorporated that conflicts with any provision of this Contract shall be superseded by the Contract.

E. The rates and charges set forth in Appendix B (attached hereto and made a part hereof) are valid and fixed for the entire term of the Contract and Carrier shall not invoice Shipper for any amount that is not expressly authorized by this Contract, apart from new mandatory fees or surcharges imposed by governmental agencies subsequent to the execution of this Contract, over which Carrier has no control.

13. PAYMENT; PROCEDURE

A. Carrier shall submit invoices to Shipper on a weekly basis in the Shipper's standard format. Payment on undisputed amounts will be issued by the Shipper payable to the Carrier within Thirty (30) Calendar days after the invoice date. Shipper shall notify Carrier of any disputed items within fifteen (15) days of receipt of any invoice. Carrier will issue a corrected invoice or notify Shipper that the disputed items are valid within Thirty (30) Calendar days.

B. Carrier agrees to maintain, in accordance with the law and reasonable commercial standards such records as may be necessary to adequately reflect the accuracy of Carrier freight bills under this Contract.

C. Save for lien in case of general average and salvage, Carrier shall not hold any of Shipper's Goods, refuse any booking, or withhold any Service solely on account of a dispute with Shipper.

D. Time Limits; Overcharge and Undercharge Claims. Carrier shall have two (2) years from date of shipment to file a civil action to recover Freight Charges, including, but not limited to, undercharge claims relating to shipments transported pursuant to this Contract. Shipper shall have two (2) years from the date of delivery to file a civil action to recover overcharge claims except that Shipper's claims for duplicate payments may be corrected at any time.

14. LIABILITY FOR LOSS, DAMAGE OR DELAY

A. For shipments to or from a port in the United States, Carrier agrees that it assumes the liability of a common carrier for actual loss, subject to the limitations and defences set forth in the Carriage of Goods by Sea Act ("COGSA"), namely \$500 per Package or, in case of goods not shipped in Packages, per Customary Freight Unit, such liability to exist from the time of the receipt of said Goods by Carrier until proper delivery has been made, and such liability shall exist regardless of any separate contracts entered into by Carrier with any sub-contractors.

B. The measure of damage shall be the invoice value of the Goods, plus freight as well as duty and insurance, if paid; or, in absence of such invoice, the sound market value of the Goods at the place and at the time they are delivered or should have been delivered.

C. Save in the event the damage is caused by Shipper's fault or negligence, Carrier shall also be liable for Shipper's documented actual and reasonable expenses incurred in mitigation of damage, including inspection, sorting, segregating, refurbishing, repackaging and re-shipping.

D. Nothing in this Contract shall prejudice any right of recourse as between Carrier and its sub-contractors.

E. Except in the event of a General Average act or circumstance (whether General Average has been formally declared or not), neither Carrier, nor any servant or agent of Carrier, shall be entitled to the benefit of any otherwise applicable limitation of liability if it is proven that the loss or damage resulted from an act or omission of Carrier, or its agents, done with the intent to cause such loss or damage or recklessly that such loss or damage would probably result.

F. Goods that have been tendered to Carrier intact and in compliance with all applicable laws and regulations and are released in damaged form or lost subsequent to such tender shall be presumed to have been damaged or lost by Carrier. Such presumption shall be subject to rebuttal only by "clear and convincing" evidence presented to the contrary by Carrier.

G. Carrier's liability and indemnity obligations under this Section shall in no way be limited by the policy limits of any insurance Carrier is required to carry by law or this Contract.

H. All damaged Goods are to be handled by Shipper, and Shipper is entitled to handle it in any way desired, provided that due credit for the value of salvageable Goods (less the costs of the salvage) is given to the Carrier. It is the Shipper's responsibility to arrange with the Consignee all rights necessary to perform the salvage. Subject to the foregoing, Carrier has no salvage rights in any such damaged Goods.

I. If a Shipper-stuffed Container is delivered by Carrier without the origin seal intact, such delivery shall be presumptive evidence that any loss occurred while the Goods were in the possession and control of Carrier. Delivery with an intact seal shall not relieve Carrier from liability if it is proven that the loss or damage occurred while the Goods were in the possession and control of Carrier.

15. CLAIMS AND TIME BAR

A. Subject to clause 24(D)(4) Carrier shall be discharged from all liabilities for loss, damage or delay whatsoever unless suit is brought (filed) within 1 year after the delivery of the Goods or the date when the Goods should have been delivered. The Parties may mutually agree to extend the time to bring suit.

B. Claims based on a concealed loss or damage reported to Carrier within 15 days of the date of delivery to Shipper, shall be treated by Carrier as though an exception notation had been made on the delivery receipt at the time of delivery.

16. CARRIER'S CONTAINERS

A. Carrier's Containers offered to Shipper for loading of the Goods to be transported are to be in good condition, properly securable, clean, odor-free, dry, weather-proof and free of contamination and infestation. All chassis and other equipment provided for Shipper's use will be in good operating condition. All such equipment shall be subject to inspection for suitability and cleanliness by Shipper, its agents, or its haulers, and unsuitable equipment may be rejected. Any costs resulting from the rejection or repositioning of any Carrier-supplied equipment will be for the account of Carrier unless due to a Shipper act or omission.

B. If Carrier's Containers are used by Shipper for pre-carriage, or on-carriage or unpacked at Shipper's premises, Shipper is responsible for returning the empty Containers, within ten (10) working days. Should a Container not be returned within the aforesaid time, Shipper shall be liable for detention charges.

C. Detention for Container shall be calculated for category as follows:

(1) Port to Port, Container Yard to Container Yard, and Container Freight Station to Container Yard shipments (Imports). The detention time starts when the Container is picked up at the port of entry and stops when the container is returned to the same port.

(2) Port to Door and Door to Door Shipments (Imports) - The detention time starts when Carrier or Carrier's drayage agent notifies the consignee the Container is available to deliver to the consignee's door and stops when Carrier or Carrier's drayage agent is notified via email or facsimile the Container is empty and returned to the port. Missed delivery appointments due to sole fault of Carrier or its drayage agent nullify detention start time.

D. Shipper shall be liable for any loss of or damage to Carrier's Containers and other equipment while in the custody of Shipper or anyone acting on Shipper's behalf, ordinary wear and tear excepted.

17. SHIPPER'S DESCRIPTION

Subject to clause 11 (A), the Shipper's description of the Goods stuffed in a sealed Container by Shipper, or on its behalf, shall be binding on Carrier, and the description declared by Shipper on the front of the Bill of Lading, packing list or any particulars of any letter of credit and/or import license and/or sales Contract and/or invoice or order number and/or details of any Contract shall be presumptive evidence of its contents, subject to rebuttal through any available evidence. The Carrier shall not modify or in anyway change the description or contents of the Bill of Lading.

18. FORCE MAJEURE

A. Force Majeure as used herein shall mean and include, without limitation, strikes, accidents, lockouts, acts of God, public enemy, terrorism, terrorist acts, government authorities, fire, marine and/or ground disasters, embargoes, riots, civil commotions, or laws, regulations, acts, or any other event whatsoever beyond the reasonable control of the affected Party.

B. If either Party is prevented from performing any or all of its obligations under this Contract due to Force Majeure conditions, it shall notify the other Party promptly, but in any event within ten (10) calendar days, of the existence of such circumstances and of the nature and extent of their effect on its ability to perform its contractual obligations. The Parties shall be excused from their respective obligations under this Contract to the extent of and for the duration of the disability, and upon cessation of the disability, all contractual obligations shall be reinstated, except that the MQC will be reduced on a pro rata basis for the period (by working day) of the disability.

C. If the Carrier should assert a Force Majeure condition as an additional defense to its liability for loss or damage, as provided in Section 14, it is understood and agreed that the Carrier shall have the burden of proving that the condition is the sole cause of the loss and that the Carrier is free from any negligence.

19. SHIPMENT RECORDS

A. Carrier shall maintain original signed service contracts, amendments, and their associated records in an organized, readily accessible or retrievable manner for a period of five (5) years from the termination of this Contract. In addition, to the shipment records required to be maintained under 46 CFR Part 530.15, Carrier shall also maintain copies of Bills of Lading, manifest data and EDP reports, Shipper's statements of cargo shipped under this Contract, written communications issued by Carrier regarding such statements, freight receipts, Force Majeure correspondence and notices, and any correspondence concerning Shipper's or Carrier's failure to perform which affects Shipper's entitlement to the contract rates, all of which shall be maintained by Carrier at its offices. Upon request from Carrier, Shipper shall promptly submit to Carrier information and documents sufficient to verify the quantity and nature of Cargo shipped under this Contract. Shipping documents provided by Shipper governing individual shipments under this Contract and all copies thereof should bear a notation showing the service Contract number of this Contract. The designation by Shipper of Cargo as Contract Cargo by affixing the Contract number on the shipping documents provided by Shipper shall be made at the time of the issuance of the Bill of Lading and shall be conclusive. This Contract shall remain enforceable even if Shipper or its agent fails to provide this information.

B. Carrier shall use commercially reasonable efforts to provide, or cause its designated technology provider to provide, EDI 315 ocean shipment status and to cooperate in the development of electronic data sharing initiatives of Shipper.

20. INSPECTION OF THE GOODS

The Carrier and/or any person to whom Carrier has sub-contracted the carriage or any person authorized by Carrier shall be entitled, but is under no obligation, to open any Container or Package at any time and to inspect the Goods. If by order of the authorities at any place a Container must be opened for inspection, Carrier shall be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or repacking, solely to the extent such loss or damage arises from Carrier's wrongful actions or negligence in handling the Goods, and specifically excluding loss or damage resulting directly from the actions of such authorities or their agents or employees.

21. SURVEYS

In the event of a loss, damage or delay claim Carrier may conduct a marine survey, if desired, as soon as reasonably possible from the date of notice of a claim. Carrier may designate a representative to accompany the marine surveyor during the survey, but no Carrier's representative is required to be present during the survey.

22. DANGEROUS GOODS

At the time of shipment of dangerous Goods, Shipper shall, in compliance with the regulations governing the carriage of such Goods, have the same properly packed, distinctly marked and labelled and notify Carrier in writing of their proper description, nature and the precautions to be taken.

23. NOTIFICATIONS AND DELIVERY

A. Shipper is to be notified of the arrival of the Goods and shall take commercially reasonable steps to take prompt delivery of the Goods.

B. Refusal by Shipper to take delivery of the Goods, within 30 days after receiving actual notice of the availability of the Goods for delivery, shall constitute a waiver by Shipper to Carrier of all and any claims whatsoever relating to the Goods or the Carriage. Shipper shall be liable for any losses, damages, expenses and liabilities incurred and sustained by Carrier arising from such refusal, including but not limited to, the return of the Goods to their place of origin.

24. INDEMNITY

A. Subject to clause 24 (D) hereunder, Carrier shall indemnify, defend and hold Shipper, its affiliates and their respective officers, directors, employees, agents, subcontractors, and assigns, harmless from and against all manner of liabilities, damages, fines, penalties, losses, costs and expenses (including reasonable attorneys' fees, settlements and judgments) that Shipper may incur as a consequence of claims being raised directly against Shipper by any third party in respect of the personal injury to or death of any person (including, without limitation, injury to or death of employees of Carrier or Shipper), or loss of or damage to any property (including, without limitation, damage to property of each Party, except loss of or damage to Goods which is governed by the terms and conditions of the Bill of Lading) due to the Carrier's negligent acts or omissions or those of its employees, personnel, subcontractors or agents occurring in connection with the performance of this Contract.

B. Shipper agrees to indemnify, defend and hold harmless Carrier, its officers, directors, agents, subcontractors, assigns and employees against and from any and all damages, liabilities, fines, losses, costs and expenses (including reasonable attorneys' fees, settlements and judgments) that Carrier may incur as a consequence of claims being raised directly against Carrier by any third party due to any breach by Shipper of any of the representations, warranties or covenants of Shipper set forth in this Contract.

C. The provisions of this Section shall survive the termination or expiration of this Contract.

D. The following Bill of Lading provisions, as modified and set forth below in this subsection, are incorporated to this Contract:

(1) SUBCONTRACTING AND INDEMNITY

(1)(a) The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the carriage, including liberty to further sub-contract. No such subcontracting will relieve Carrier of any of its obligations or liabilities hereunder.

(1)(b) The Shipper undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or subcontractor of the Carrier which imposes or attempts to impose upon any of them or any Vessel owned or chartered by any of them any liability whatsoever in connection with the Goods or the carriage of the Goods whether or not arising out of negligence on the part of such person. If any such claim or allegation should nevertheless be made, the Shipper agrees to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent and subcontractor shall have the benefit of all terms and conditions of whatsoever nature contained herein, as if such terms and conditions were expressly for their benefit. In entering into this Contract, the Carrier, to the extent of such terms and conditions, does so on its own behalf and also as agent and trustee for such servants, agents and subcontractors.

(1)(c) The Shipper further warrants that no claim or allegation in respect of the Goods shall be made against the Carrier which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the carriage of the Goods other than in accordance with the terms and conditions of this Contract, whether or not arising out of negligence or misdelivery on the part of the Carrier.

(2) CARRIER'S RESPONSIBILITY

(2)(a) Delivery to Customs or Port Authorities – Where any law or regulation applicable at the Port of Discharge or Place of Delivery provides that delivery of the Goods to the Shipper shall be effected by the customs or port authorities at the Port of Discharge or Place of Delivery, notwithstanding anything to the contrary herein, delivery of the Goods by the Carrier to such customs or port authorities shall be deemed to be lawful delivery of the Goods by the Carrier to the Shipper or Consignee and the Carrier shall not be liable for any loss of or damage to the Goods which occurs for any reason whatsoever, other than the fault of Carrier or as otherwise expressly provided herein, after delivery of the Goods by the Carrier to the customs or port authorities.

(3) COMPENSATION AND LIABILITY PROVISIONS

(3)(a) The Shipper agrees and acknowledges that the Carrier has no knowledge of the value of the Goods. Higher compensation for loss or damage than that provided for in this Contract may be claimed only when, with the written confirmation of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated by the Carrier in the box marked "Declared Value" on the front of a Bill of Lading and ad valorem charges paid. In that case, the amount of the Declared Value shall be substituted for the limits provided in this Contract. In such a case, any partial loss or damage shall be adjusted pro rata on the

(3)(b) When any claim is paid by the Carrier to the Shipper, the Carrier shall be automatically subrogated to all rights of the Shipper against any third party. The Shipper shall sign an acceptable subrogation receipt, release and indemnity when requested by the Carrier.

(4) SCOPE OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES

Except as provided expressly herein, including Section 10, the Carrier does not promise or undertake to load, carry or discharge the Goods on or by any particular Vessel, date or time. In no event shall the Carrier be liable for consequential damages or for any delay in scheduled departures or arrivals of any Vessel or other conveyances used to transport the Goods by sea or otherwise.

(5) MERCHANT-PACKED CONTAINERS

If a Container has not been packed by or on behalf of the Carrier:

(5)(a) The Shipper shall inspect the Container for suitability for carriage of the Goods before packing it.

(5)(b) The Carrier shall not be liable for loss of or damage to the Goods caused by:

(i) the manner in which the Goods have been packed, stowed, stuffed or secured in the Container, or

(ii) the unsuitability of the Goods for carriage in the Container supplied or for carriage by Container between the Ports or Places specified herein, or

(iii) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls thereof, provided that, if the Container has been supplied by or on behalf of the Carrier, this unsuitability or defective condition would have been apparent upon inspection by the Shipper at or prior to the time when the Container was packed, or

(iv) packing refrigerated Goods that are not properly pre-cooled to the correct temperature for carriage or before the refrigerated Container has been properly pre-cooled to the correct carrying temperature.

(5)(c) The Shipper is responsible for the packing and sealing of all Shipper-packed Containers and, if a Shipper-packed Container is delivered by the Carrier with an original seal as affixed by the Shipping or customs or security control intact, or the Carrier can establish bona fide circumstances in which the original seal was replaced, the Carrier may rebut any claim for loss or damage by adequate showing.

(6) CARRIER'S LIEN

The Carrier, its servants shall have lien on the Goods and any document relating thereto in case of lien for salvage or general average but shall not have any lien on the Goods or any such document for freight due to Carrier. Notwithstanding the above, Carrier shall use its best endeavors to send the written request for general average and salvage contribution as soon as practically possible from said event.

(7) OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

(7)(a) Goods, whether packed in Containers or not, may be carried on deck or under deck without notice to the Shipper unless it is specifically stipulated on the front hereof that the Containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such on-deck carriage. Save as provided in clause (7)(b) such Goods (except livestock) carried on or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of the Hague Rules or the COGSA or any compulsorily applicable legislation and shall be carried subject to such Rules or Act, whichever is applicable.

(7)(b) Goods which are out of gauge and/or are stowed on or in open top containers, flatracks or platforms, and which are stated on the front hereof to be carried on deck, and all livestock whether carried on deck or under deck, are carried without any responsibility whatsoever on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the carriage whether caused by unseaworthiness or negligence or any other cause whatsoever and the Hague Rules or the COGSA shall not apply.

(8) GENERAL AVERAGE AND SALVAGE

General Average shall be adjusted, stated and settled at any port or place at the Carrier's option according to York - Antwerp Rules 1994 except Rule XXII and, as to matters not therein provided for, according to the laws and usages at any port or place at the Carrier's option. General Average on a Vessel not operated by the Carrier shall be adjusted according to the requirements of the operator of that Vessel, but subject to the terms of this Contract. Average agreement or bond and such cash deposit (payable at Carrier's option in United States currency) as the Carrier may require as additional security for the contribution of the Goods and salvage and special charges thereon, shall be furnished before delivery or forwarding.

In the event of accident, danger, damage or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contract, or otherwise, the Goods and the Shipper shall, jointly and severally, contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods, as determined by an independent general average adjuster duly appointed

by the Carrier, and his determination as to liability for contributive damage and his contribution for the same shall be final and binding on all parties to the venture. If a salvaging ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salvaging ship or ships belonged to strangers. Such deposit as the Carrier or its agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the Goods, Shipper, consignees or owners of the Goods to the Carrier before delivery.

26. NON-EXCLUSIVE CONTRACT

It is understood and agreed between the Parties hereto that this is a non-exclusive Contract and that Carrier shall be free to accept Goods for transportation from shippers other than Shipper and that Shipper shall be free to tender Goods for transportation to carriers other than Carrier.

27. INDEPENDENT CONTRACTOR

A. The Carrier shall perform the services hereunder as an independent Contractor and shall have exclusive control and direction of the persons operating equipment, loading or unloading, or otherwise engaged in providing transportation services. The Carrier assumes full responsibility for the acts and omissions of such persons.

B. The Shipper is the beneficial owner of the Goods and is entering into this Contract as an independent contractor and in no event shall be considered an agent of the Carrier whether under this Contract or the Carrier's Bill of Lading. Notwithstanding anything to the contrary, the Shipper signing this remains fully responsible for the complete performance of this Contract, including but not limited to freight and other charges due and owing from affiliates, subsidiaries or third parties, regardless of whether these parties are entitled to use the Contract.

28. ASSIGNMENT (NON-ASSIGNABILITY)

The rights and obligations of this Contract hereunder are personal to Carrier and Shipper and this Contract shall not be assignable or otherwise transferable by either Party, in whole or in part, without the written consent of the other Party, except that Shipper shall be entitled to assign or transfer this Contract to a parent or controlled subsidiary and Carrier shall be entitled to assign or transfer its receivables to any bank or lending institution without the other party's written consent.

29. NOTICES

Notices hereunder shall be given by U.S. mail, postage prepaid or by express courier, to the Parties at the following addresses:

To SHIPPER:

Bed Bath & Beyond Inc.
650 Liberty Avenue, Union, NJ 07083
United States of America
Attn: Jeff Macak

To CARRIER:

Mediterranean Shipping Company (USA) Inc.
420, 5th Avenue
(At 37th Street) – 8th Floor
New York, N.Y. 10018-2702
United States of America
Attn: Luca Vignale

30. APPENDICES

Attached hereto and expressly made a part hereof are various appendices. Subsequent to the execution hereof by Shipper and Carrier, further addenda may be added hereto and shall also become a part hereof. Each addendum shall be executed by an authorized officer of each party and dated.

31. GOVERNING LAW

It is the intention of the Parties that the provisions of this Contract shall be construed and enforced according to the laws of the United States and the laws of the State of New York to the extent that they are not inconsistent with applicable federal laws. Carrier consents to the exclusive jurisdiction of the United States District Court for the Southern District of New York, and waives any objection thereto on the basis of personal jurisdiction or venue.

As part of the business relationship between Carrier and Shipper, Carrier may be in or come into possession of information or data, which constitute trade secrets, know-how, confidential information or are otherwise considered secret by Shipper (hereinafter called "Confidential Information"). In consideration of the receipt of such information and potential business, Carrier agrees to a) maintain such information in the utmost of confidence; b) share such Confidential Information with its officers, employees, subcontractors and agents, only on a need-to-know basis, ensuring that they are bound by terms of confidentiality substantially similar to these c) use such solely in connection with such business relationship; and to take all measures necessary to protect such information. Notwithstanding the above, the obligations under this clause shall not apply to:

- A. Information that, at the time of disclosure is, or after disclosure become part of the public domain other than as a consequence of a breach of this Contract;
- B. Information that was known or otherwise available to a Party prior to its disclosure to the other Party;
- C. Information that is independently developed by either Party;
- D. Information required to be disclosed by Carrier for a shipment transported by Carrier on a vessel operated by another ocean common carrier, provided that such other carrier agrees to terms of confidentiality substantially similar to these; or
- E. Information required by law such as a competition authority or by request of a Government or agency possessing such authority.

This clause 32 shall apply mutatis mutandis in favour of the Carrier.

33. SEVERABILITY

If any phrase, clause, sentence, or other provision contained in this Contract violates any applicable statute, ordinance, rule or law, such phrase, clause, sentence or provision shall be ineffective to the extent of such violations without invalidating any other provision of this Contract.

34. ENTIRE CONTRACT

This Contract and the attached Appendices represent the entire understanding of the parties and cannot be amended except in writing signed by both Parties. All prior discussions, understandings, negotiations and Contracts are merged herein. All prior oral or written Contracts between the parties are hereby cancelled.

35. ESSENTIAL TERMS AND ITS PUBLICATION

The essential terms applicable to this Contract, as defined by law, have been summarized in the Appendices attached hereto, which will serve as the Essential Terms document to be published in tariff format and filed with the FMC by Carrier, if this Contract is subject to FMC jurisdiction.

36. C-TPAT COMPLIANCE:

Shipper and Carrier (the Parties) agree to participate in and comply with the Customs Trade Partnership Against Terrorism ("C-TPAT") program and guidelines applicable to ocean carriers, importers and exporters. To the extent that the C-TPAT guidelines applicable to ocean carriers, importers and exporters are amended during the term of this Contract, the Parties agree to inform each other of such changes and to update their respective policies, procedures and practices to remain compliant with the amended guidelines. If either Party believes that it cannot comply with any initial or amended C-TPAT guidelines applicable to it, then it shall promptly inform the other Party of the particular guideline(s) that cannot be followed and the Parties shall confer with each other to establish a reasonable period of time for the non-compliant Party becoming compliant with such guideline(s). If either Party is unable or unwilling to comply with the C-TPAT guidelines for their respective businesses within an acceptable period of time, which time period shall be determined within the compliant Party's sole discretion, then the compliant Party shall have the right to terminate this Contract immediately.

37. ETHICAL CONDUCT POLICY

It is the policy of Shipper, and its affiliates specified in Appendix A (if any upon mutual agreement), to conduct all its business transactions in accordance with the highest ethical standards: No individual who is employed by or who represents Shipper is permitted to solicit, accept or pay any bribe, kickback or any other improper payment of money, products or services in exchange for (i) Shipper's execution of this Contract, (ii) any action taken by such individual on behalf of Shipper, or (iii) any action taken by Carrier. If any such improper actions are observed, please contact Shipper's Legal Department (Attention: General Counsel) at 908-688-0888 so that the incident may be fully investigated and appropriate remedial action taken.

38. SEAWAY BILL OF LADING

Carrier shall at request of Shipper, evidence shipments under the Contract by seaway bill of lading. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of the seaway bill of lading, the terms and conditions of the Contract shall prevail.

IN WITNESS WHEREOF, the parties have caused this Bill of Lading to be executed by their duly authorized representatives as of the date first above written.

(AMN 2)

Shipper: Bed Bath & Beyond Inc.

By: Jeff Macak, Chief Supply Chain Officer

Carrier: MSC Mediterranean Shipping Company SA

By: Pasquale Formisano, Senior Vice President

APPENDICES

The following appendices are incorporated herein by reference and made a part hereof:

APPENDIX A – Affiliates

APPENDIX B - Rates and Services

APPENDIX B – Salvage Agreement

APPENDIX C - Essential Terms (To be Filed with FMC)

Bed Bath & Beyond Inc. 650 Liberty Avenue Union, NJ - 07083 United States
Bed Bath & Beyond of California, LLC Buying Office 110 Bi-County Blvd, Suite 114 Farmingdale, NY - 11735 United States
Bed Bath & Beyond of California, LLC 650 Liberty Avenue Union, NJ - 07083 United States
Bed Bath & Beyond Procurement Co., Inc. 650 Liberty Avenue Union, NJ - 07083 United States
Bed Bath & Beyond Procurement Company Incorporated Buying Office 110 Bi-County Blvd. Suite 114 Farmingdale, NY - 11735 United States
Buy Buy Baby Inc. 650 Liberty Avenue Union, NJ - 07083 United States
Buy Buy Baby Inc. 895 East Gate Boulevard Garden City, NY - 11530 United States
Harbor Linen 4 Eves Drive, Suite B100 Marlton, NJ 08053 United States
Harbor Linen, LLC 2 Foster Avenue Gibbsboro, NJ - 08026 United States
Harmon Stores Incorporated 650 Liberty Avenue Union, NJ - 07083 United States
Liberty Procurement Co Inc 64 Leona Drive Middleboro, MA - 02346 United States
Liberty Procurement Co. Inc. 650 Liberty Avenue Union, NJ - 07083 United States
Nantucket Distributing Co., Inc. 64 Leona Drive Middleboro, MA - 02346 United States
Nantucket Distributing Company, LLC.

64 Leona Middleboro, MA - 02346 United States
T-Y Group LLC 10800 NW 103rd St, Suite 1 Miami, FL - 33178 United States
Cost Plus Management Services Inc 200 Fourth Street, Oakland CA 94607
PersonalizationMall.com 51 Shore Dr. Burr Ridge, IL 60527 United States
One Kings Lane 315 Hudson Street, 8th Floor New York, NY 10013 United States

Appendix C
SALVAGE AGREEMENT

For valuable consideration received, SHIPPER and CARRIER agree as follows:

1. If any product has not been delivered and for which a claim has been filed is located or recovered by CARRIER, regardless of whether the claim has been paid, SHIPPER must be notified immediately.
2. No product for which a claim has been filed can be sold or otherwise transferred to a salvor, jobber or any third party without CARRIER first contacting SHIPPER and obtaining authorization when SHIPPER is the owner of the goods. Nor shall any such product or goods be passed to any of CARRIER's internal salvage procedures without such notice.
3. If SHIPPER authorizes passing such product to Salvage or to any third party, CARRIER will remove all price tags, labels, brands or trademarks identifying SHIPPER or which contain any of SHIPPER's trademarks (e.g., A Step Beyond, Beyond, Beyond Indulgence) prior to such transfer or salvage. CARRIER shall be compensated at the hourly billing rate for such work performed unless CARRIER was responsible for the damage incurred.
4. In any salvage on sale of SHIPPER's product, CARRIER shall contract to include the following terms as conditions of the contract and make commercially reasonable efforts to ensure compliance therewith:
 - (i) The SHIPPER's name shall not be used in any advertising or signage of any statement or phrase that might identify such product
 - (ii) Any goods to be passed to Salvage shall be prominently, permanently and incurably marked in such a way that their nature as salvage goods cannot be mistaken; that is, in such a state as to prevent such goods from being returned to SHIPPER's stores as customer purchase; and
 - (iii) SHIPPER expressly disclaims any and all warranties, express or implied, including, without limitation any warranties of merchantability, fitness for a particular purpose, or non-infringement of the intellectual property rights of a third party.
5. At the reasonable request of SHIPPER, CARRIER will destroy recovered goods where such goods represent a safety hazard to consumers.

(AMN 2)

ACCEPTED AND AGREED:

CARRIER: _____

Name: _____

Title: _____

ESSENTIAL TERMS

1. Effective Date and Term: valid from July 01, 2019 to ~~31st May 2020~~ **30th June 2020 (AMN 1)**
2. Name and address of Carrier: MSC Mediterranean Shipping Company SA – 12-14 Chemin Rieu, 1208 Geneva, Switzerland
3. Name and address of Shipper: Bed Bath & Beyond Inc. 650 Liberty Avenue, Union, NJ 07083, United States of America
4. Cargo Owner Certification: Pursuant to Federal Maritime Commission ("FMC") regulation 46 C.F.R. 530.6, Bed Bath & Beyond Inc. by execution of this Contract, certifies its status as the OWNER or Consignee of the cargo.

Bed Bath & Beyond Inc. shall be under a continuing obligation to comply with all FMC requirements and to report to the Carrier any change in its status.

If Bed Bath & Beyond Inc. fails to comply with the provisions of this section or provides incorrect certification, the Carrier may:

- (i) return or make available to Bed Bath & Beyond Inc. any shipments in the possession of the Carrier at the time such failure is discovered; and
- (ii) refuse any shipment, regardless of whether the Carrier has confirmed the booking; without any liability whatsoever to Bed Bath & Beyond Inc. under this Contract.

Any and all liabilities, attorneys' fees, penalties and expenses levied against or incurred by the Carrier in connection with this section shall be for Bed Bath & Beyond Inc. account. Additionally, the Carrier may exercise a lien on the cargo and any sub-freights due and owing.

5. Origin Port Pairs (further detailed in Appendix A):

FAR EAST: FAR EAST: China, Malaysia, Thailand, South Korea, Vietnam, Taiwan, Cambodia, Singapore, Indonesia, Myanmar, Japan, Hong Kong
 INDUS: India, Pakistan, Sri Lanka
 AUSTRALIA

6. Destination Port Pairs (further detailed in Appendix A):

USA

7. Minimum Quantity Commitment: 8800 TEUs

8. Commodities:

General Department Store Merchandise in Mixed or Straight loads:

Candles, Xmas, Diffusers, Pillars, Votive/Tapers, Giftset/Novelty, Embers, Wax Filled, Holders, Potpourri, Tealights, Dinnerware/Tabletop/Flatware, Flatware Pfaltzgraff Polish Pottery Europe Tabletop Mugs/Accessories, Ceramic Collections Dinnerware Sets Dinner Key Items, Tabletop Ensembles Kitchen Ceramics, Garden Poly, Fountains Figurines Planters Birdbth/Fdr, Mosaic Rocks/Stepping Stones Glow N Dark & Solar, Ceramic Giftware Home Decor Porcelain Gift Ceramic Gift Planters, Vases Blue&Wht Porcelain Ensembles, Wood/Poly/Gift Wind Chimes Flag/Windsox/Spinners Stained Glass Wood Ensembles, Wood Gift Poly Gift Special Purchase Souvenirs Handbags Fabric Gifts, Brass/Metal (India) Silver Plate Plantrs/Vases Copper Fireplace, Aluminium Cast Metal Metal Gifts, Housewares Kitchen Group Gadgets Cooking Gadgets Utill Plstc Tbltp, Consumables Cuttng Brds Cutlery Sum Melamine Sum Plastics Sum Drinkwr, Window Sheers/Lace Long Length Year-Round Lined/Velvet/Suede Tieup/Roman Kitchen, Bamboo Valances Cellular Shades Rods Promo Rods Fashion, Bath/Bedding/Beach Beach Towel Bed Pillows Shr Curtain/Access, Towels Blankets Bedding Sheets/Cases, Rugs/Home D Cor Summer Rugs Mats Rugs Scatter, Rugs Rm Size Rugs Runner Throws/Slipcovers Chair Pads Dec Pillows, Tabletop/Totes & Bags Totes&Bags Tblclth/Napkins Placemat/Rnrs Kitchen Textiles, Harvest Halloween Easter Americana Summer, Furniture White Wood Natural/Light Wood Dark/Stain Wood Dining, Metal Furniture Wckr/Ratr/Bamboo Hand Painted Chairs, Upholsterd/Leather Chests/Misc, Gift Show Dept 49 Miscellaneous Product Bad Scan Default, Lamps Stringlites Candlestick Lamps Metal-Table Lamps Glass-Table Lamps, Boxed Sets Novelty Lamps Floor Lamps Desk Lamps Ceramic-Table Lamps Shades, Luggage, Pet Plush Toys Vinyl/Rubber Rawhide Beds/Carriers, Pet Clothing Feeding Bird Food Pet Supplies Xmas, Hardware Batteries Hardware Electrical Electronics, Automotive Luggage Music & Movies Royal Tool Program, Juvenile Baby Clothing Baby Other Furniture Lamps, Dress-Up Wall Decor Baskets, Paper Goods 2/\$1.00 Euro Napkin Print Sets Solid Sets Xms Euro Napkins, Xmas Sets Party Goods Seasonal Party Goods, Wrap All Occasion A.O. Wrap Closeouts Flatwrap Rollwrap, Tissue/Shred Gift Bags Bows Ribbon Cello Boxes/Tins, Xmas Wrap & Access Bows Gift Tags Gift Bags Tissue/Shred, Boxes/Tins Rollwrap Flatwrap Ribbon Cello, Xmas Greens Stem/Bush Potted Wreath, Dec Garland Decor Tree Garland Wreath Tree/Stand, Xmas Softgoods Totes/Bags Table Linens Kitchen Linens Bath/Access, Hanukkah Mats Throws Rugs Pillows, Holidays Valentines Thanksgiving St.Pats Americana Hanukkah Harvest, Halloween Books/Stationary Wood Resin/Acryl Metal Ceramic, Fabric/Tote Costumes Elec/Candle Paper/Accessories, Summer Goods Beach Access Patio Furniture Bbq Access Sun Glasses, Bug Repellent/Citro Patio Accessories Inftb/Swim Gear Toys/Bubbles, Fans/Ac/Heaters Coolers/Bags, Easter Assorted Wood Polyresin Metal/Tin, Ceramic/Glass Fabric/Nat Wreaths Electric Paper/Accessories Baskets, Frames Wall Frames Brass/Mixed Metal Ceramic Frames Basic Wood, Fashion Wood Acrylc/Plstc/Glass Frm Metal Frames Novelty Photo Albums, Xmas Frames/Albums, Wall D Cor Traditional Coastal Folk/Primitive Clocks, Photography Canvas/Oil Painting Plaqs/Unframed Art Mirrors Novelty Shelves, Houseware Glass & Crystal Bottles/Canistrs/Jars Bulk Beverage Bulk Stem, Boxed Beverage Boxed Stem Vases/Hurricanes Kitchen Glass, Crystal/Formal Glass Glass Ensembles Novelty/Gift, Cookware/Bakeware/Sm Elec Cookwr Sets Tea Kettles Cookware Opn, Porc/Cermic Cookware Bakewre Mtl Glss Ovenwr Food Strg Mww Sm Appliance, Utility Housewares Laundry Closet Shop Light Bulbs Cleaning Chemicals, Utility Utility Housewares Storage, Personal

Exhibit A - Proof of Claim Page 34 of 93

Care Gift Sets Soap/Ltn/Ap Suncare Hair Accessories Health/Beauty Makeup Hair Care Kids Dental Care, Food Holiday Food/Candy Candy Cookies Jellies Beverages, Soup/Rice/Prepared Foods Teas/Coffee/Cocoa, Spices Crackers Xms Food/Candy, Silk Flowers Flowers Closeouts Stems/Bouquets Bushes Dried,Candle/Ring Potted Wreaths/Group Garland Crafts, Baskets Strg/Utility Shlf/Cd/Dvd Laundry Tote Bags, Bskt Dec/Hndl Bskt Ent/Srv Bskt Natukt Bskt Xmas, Garden/Outdoor Solar/Outdoor Light Hose/Sprinklers Access Live Plants, Seeds/Bulbs/Pot Soil Wood Decorative Metal Decorative, Planters Plant&Bug Chem/Fertl Tools/Access Bird Fdrs/Houses, Books Dropship School Specialty Kids Story Cookbooks Coffeetable, Novels Activity Dropship Random House Seasonal Craft/Decor Reference, School/Office Backpacks/Duffle Crayons Pens/Pencil Arts/Crafts, Notebooks Stationery Faux Storage Computer, Stationery Jrnl/Scrapbooking Image Arts Boxed Cards Crown Point, Cape Shore Ensembles Pads/Cubes Calendars Accessories, Toys Music/Activity Girls Toys Plush Preschool Boy's Toys, Electronic Games Board Games Puzzles Sporting Goods Seasonal Toys, Xmas Tabletop/Gift Ceramic Gift Mugs Dinnerware Sets Open Stock Dinnerware, Ceramic Ensembles Glass Ensembles Pfalt Graff Drinkware Glass Serveware, Glass/Crystal, Xmas Crd/Station Crown Point Image Arts Othr Cards Blank Notes Crackers/Access, Xmas Decor Wood Hangers Wood Gift Wood Groups Nutcrackers, Fabric Flag/Spinners Carolers Metal, Xmas Trim Glass Ornaments Glasspk Ornaments Peg Orn Box Orn Garland,Stocking Holder Stocking/Skirt, Xmas Electric Basic Lights Indoor Windowlight Outdoor, Xmas Gftware Resin Hangers Resin Tabletop Resin 9.99+ Acrylic Ceramic Gift, Nativity Music/Globes, Xmas Housewares Storage Plastics Bake/Gadget, Impulse Items Baby Jewelry Watches Val/St Pats Register Items, Halloween Xmas Wedding Easter Film/Camera, Winter Seasonal Automotive Utility Grossman Apparel Apparel Inftbls/Snow Gear, Clothing Closeouts Grossman Yr Round Grossman Smr Socks/Shoes, Sandals Sleepwear Shirts/Tops Summer Apparel, Store Supplies Dept 89 Store, Supplies Ibm Register/Monarch Gift Cards, Invalid Upc Listing Lamp Component-Don't Ordr Do Not Order-Set Parts Dept 99 War, Christmas Lights, (Outdoor/Indoor) Including Patio Furniture, Housewares, Candy Canes, Non-Refrigerated, Photo Albums Artificial Flowers Artificial Fruit, Beach Towels Brassware Camping Equipment,Candles Candle Holders Ceramic Dinnerware,Clocks Cookware Dinnerware,Pillows Fans Festive Articles,Christmas, Hanukkah, Easter, etc.,Games Gardening Items,Glassware Hampers Indoor Furniture,Lead Crystal Vases Lights Linens,Metal Housewares Miscellaneous Housewares Napkins, Oven & BBQ Mitts Patio Furniture Uniforms,Picture Frames Placemats Potholders,Plastic ware Shadow Boxes Tablecloths,Textile Bags Thermometers Towel Warmers,Towels Wickerware Wooden Models,Strollers Toys Children Furniture,Soap Shampoo Bedding.

9. Rates, Services and Related Terms: As set forth in Rates and Service Appendix (Appendix A).

10. Bed Bath & Beyond Inc. Service Contract Terms and Conditions

11. Records:

All requests relating to the Federal Maritime Commission ("FMC") for records should be addressed to:
MSC Mediterranean Shipping Company SA, Att: Reto Giddey, +41 22 703 8888
12-14 Chemin Rieu, 1208 Geneva, Switzerland

With a copy to:
Mediterranean Shipping Company (USA) Inc., Att: Paolo Magnani
420, 5th Avenue, New York, N.Y. 10018-270, United States

12. Affiliates: as per Appendix A

BED BATH & BEYOND INC. SERVICE CONTRACT

(amended 18) TERMS AND CONDITIONS

THIS SERVICE CONTRACT ("Contract"), made and entered into as of the 1st of May, 2021 by and between Bed Bath & Beyond Inc., with its principal offices at 650 Liberty Avenue Union, NJ 07083 United States of America on behalf of itself and its Affiliates as listed in Appendix A, attached hereto (hereinafter collectively referred to as "Shipper"), and MSC Mediterranean Shipping Company SA, with its principal offices at Chemin Rieu 12-14, Geneva 1208, Switzerland (hereinafter called "Carrier") (each a "Party", collectively the "Parties").

1. DEFINITIONS

"Bill of Lading" means the Carrier's bill of lading or sea waybill as the case may be.

"Carriage of Goods by Sea Act" or "COGSA" means the Carriage of Goods by Sea Act, set forth in the note following 46 U.S.C. Sec. 30701.

"Carrier" means MSC Mediterranean Shipping Company SA.

"Consignee" means the person entitled to take delivery of the Goods and named on the Bill of Lading as such.

"Container" means an ISO standard 20, 40, 40HC and 45-foot container. The term includes dry cargo, refrigerated and flat rack containers.

"Contract" shall mean this Contract, including all appendices attached hereto and such other documents as are expressly named herein, all of which are expressly incorporated herein by this reference.

"Customary Freight Unit" means any physical unit of cargo not shipped in a package, including machinery and vehicles (whether new or used) and shall have the meaning given to it by the jurisprudence of the Maritime Law of the United States.

"Freight Charges" means the remuneration payable to Carrier for the carriage of Goods under this Contract as set forth herein.

"Goods" means the merchandise, articles and commodities specified or identified in this Contract and include the packing, the packaging material and container not supplied by or on behalf of Carrier.

"MQC" shall mean Minimum Quantity Commitment specified in this Contract.

"Package" means a material unit containing Shipper's Goods, notwithstanding its weight, dimension or volume.

Notwithstanding anything to the contrary, the loaded Container shall not be considered to be or construed as the package or unit, and package or unit to be the actual number of packages within the container in a non-unitized state.

"Port-to-Door" means through transportation of a Container and its contents from a foreign port to a domestic facility of Shipper.

"Port-to-Port" means transportation of a Container and its contents from a foreign port to a domestic port.

"Shipper" means Bed Bath & Beyond Inc. and its Affiliates listed in Appendix A (whether in the capacity as the consignor, consignee or owner of the Goods) and anyone authorized to act on their behalf.

"Sub-Contractor" means owners and operators of vessels (other than Carrier), stevedores, terminal, warehouse, road and rail transport operators, motor carriers and any independent contractor employed by a Carrier in the performance of the carriage or in providing services hereunder and any sub-sub-contractor thereof.

"Vessel," means the vessel named in the Bill of Lading, and any feeder vessel, lighter or barge used by or on behalf of a Carrier in connection with any seaborne leg of the carriage.

The term "Affiliate" as used herein shall mean the entities listed in Schedule A. a subsidiary or holding company of the Shipper or a subsidiary of such holding company or an entity which controls, is controlled by, or is under the common control of the Shipper. "Control" means (a) the power to directly or indirectly control the direction or management of an entity, whether by contract or otherwise; and/or (b) the ownership of more than fifty per cent (50%) of the issued share capital or beneficial ownership of an entity

Initial capitalization on terms defined is not required in the use of any of the foregoing defined terms.

2. APPLICATION

- A. The provisions of this Contract are applicable to all services requested by Shipper and provided by Carrier during the term of the Contract, and to all shipments duly tendered by Shipper and accepted by Carrier and may continue to apply even if Shipper's MQC has been satisfied, upon mutual agreement.
- B. Shipper may add or remove one or more Affiliates covered hereunder by notice to Carrier and amendment of this Contract at any time. Consent to such amendment shall not be unreasonably withheld.
- C. The terms and conditions of this Contract shall at all times govern all responsibilities of Shipper and Carrier in connection with or arising out of the acceptance and carriage of Shipper's Goods. The terms and conditions of any Bill of Lading issued by Carrier shall also apply to the acceptance and carriage of Shipper Goods, but to the extent such terms and conditions conflict in any way with any term or condition of this Contract, this Contract shall govern.
- D. The provisions of this Contract are applicable without regard to the nationality of the Vessel, Carrier, its sub-contractors, Shipper or any other interested person.

3. TERM OF CONTRACT

This Contract shall be effective beginning on the Effective Date and continuing for the Term, as both are defined in Appendix D, unless earlier terminated as provided below, or extended by agreement of the parties hereto (the "Parties").

4. TERMINATION

- A. This Contract may be subject to early termination only as follows:

(1) by either Party effective immediately for any material breach hereof by the other Party which remains uncured thirty (30) days after written notice from the aggrieved Party to the offending Party, specifying the nature of the breach; or if the Parties agree it will take more than thirty (30) days to cure the breach, the cure has not commenced and been diligently pursued within thirty (30) days or is not diligently pursued thereafter; or

(2) by either Party effective upon ten (10) days' written notice if a Force Majeure condition as defined herein is declared by the other Party and continues unabated for a period exceeding twenty (20) consecutive days. If a force majeure event is called by Carrier, each Party will make reasonable efforts to affect a work around plan to limit or eliminate the event prior to the event being applicable.

(3) by Shipper in the event Carrier's licenses, permits, authorities, and/or registrations, and/or insurance required hereunder or by applicable law for its to act under this Contract are canceled, suspended, or materially negatively altered.

- B. If this Contract is required to be filed with the Federal Maritime Commission ("FMC") it shall be Carrier's sole responsibility to promptly do so, and Carrier shall promptly notify the FMC of early termination in the manner required by that agency.

C. Upon the termination or expiration of the Contract, each Party shall promptly and reasonably assist the other with removal of all Goods and other owned or leased materials, products and equipment then within its care, custody or control belonging to the other party. Each Party shall bear the actual and reasonable expenses incurred in fulfilling its obligations to do so. In the event of early termination for breach, the obligation of the non-breaching Party, or by Shipper pursuant to sub-section 4(A)(3), with respect to MQC shall be reduced to the amount shipped as of termination.

D. The Parties intend that the contractual arrangement be continuous in nature until such time as the Contract expires or is terminated by one or both of the Parties. In the event that no agreement is reached this Contract shall be terminated. Termination or expiration of the Contract shall not relieve or release either Party from any rights, liabilities, or obligations that have previously accrued under law or the terms of the Contract prior to the date of expiration or termination.

5. GOODS

The Goods to which this Contract applies are all those commodities and materials specified or described in Appendix D annexed hereto.

6. PORTS OF ORIGIN

The Ports of Origin to which this Contract applies are specified or described in Appendix B annexed thereto.

7. PORTS OF DESTINATION

The Ports of Destination to which this Contract applies are specified or described in Appendix B annexed thereto.

8. LOADING PORTS, DISCHARGE PORTS, INTERMODAL PORTS

The Loading Ports, Discharge Ports and Intermodal Ports to which this Contract applies are specified or described in Appendix B annexed thereto.

9. MINIMUM QUANTITY COMMITMENT; FORECASTS

A. Shipper agrees to tender to Carrier, and Carrier agrees to accept from Shipper, the minimum quantity commitment (hereinafter MQC) specified in this Contract at 4,240 FEUs (8,480 TEUs). Shipments shall be deemed within the scope of this Contract and shall be counted toward the MQC if made by Shipper or by an authorized agent on behalf of Shipper. The Carrier may accept booking requests for the requested sailing date always subject to space and equipment availability. The Carrier shall use its reasonable endeavor reply to booking requests within seventy-two (72) hours.

For purposes of calculating the MQC the following FEU Equivalent conversion table will apply:

20' container	0.5 FEU – or 1 TEU
40' container	1.0 FEU – or 2 TEUs
40' H/C container	1.125 FEU

B. Forecasts. In order to facilitate load planning, Shipper will provide Carrier with regular monthly rolling forecasts by origin and destination. These forecasts are for information purposes only and are not binding on Shipper or Carrier.

C. MQC: see Appendix D

10. PARTIES OBLIGATIONS

A. Shipper Obligations

As stated in Section 9, Shipper will provide adequate forecasts to Carrier that will allow for load planning. Shipper agrees to give ten (10) days booking notice before CY closing wherever practicable but no less than, eight (8) days, to the Carrier for any Contract shipments.

B. Carrier Obligations

(1) Subject to Section 10(A), Carrier will use reasonable commercial efforts to satisfy the scope and level of the Shipper's forecasted requirements,

C. If Containers are booked at least eight (8) days prior to the scheduled departure date for the particular voyage, Carrier will use reasonable efforts to accept more than said MQC of containers, but shall not be obligated to do so.

D. Service Failure - Carrier

If the Carrier fails to carry the quantities specified above for any consecutive 3-month period the annual MQC shall, at the option of the Shipper be reduced by the amount of the shortfall during said period. This shall be the Shipper's sole and exclusive remedy in the event Carrier fails to meet its obligations to carry the Shipper's MQC under this Contract.

E. Discontinuance of Service.

In the event Carrier should discontinue service to or from any origin or destination port set forth in this Contract, Carrier shall provide Shipper a minimum of thirty (30) days written notice unless such discontinuance is decided within less than thirty (30) days in which case Carrier shall provide Shipper with a written notice as soon as possible, and Shipper and Carrier shall negotiate in good faith an amendment of the Contract reflecting the resulting change in service. If agreement on such an amendment cannot be reached, then the MQC may, at the option of the Shipper, be reduced accordingly, and the Contract amended to reflect the reduction. In the event Shipper should make material sourcing changes to or from any origin or destination port set forth herein, Shipper and Carrier shall negotiate in good faith an amendment to this Contract reflecting the resulting quantity change. If agreement cannot be reached, then the MQC may, at the option of the Carrier, be reduced and the Contract amended accordingly.

11. BILLS OF LADING

A. Each shipment received pursuant to this Contract shall be evidenced by a Bill of Lading signed by Carrier showing the kind, quantity and condition of commodities. Such Bill of Lading shall be prima facie evidence of receipt of such commodities by Carrier in apparent good order and condition unless such commodities are not readily observable (contents and condition of contents of packages unknown) or as may be otherwise noted on the face of such receipt.

B. Carrier's duties and responsibilities under this Contract shall commence when Carrier takes possession and control of the Goods or upon execution of such Bill of Lading by Carrier, whichever occurs first, and shall end when Carrier delivers the Goods.

C. As indicated on the face of the Bill of Lading, shipments pursuant to this Contract may be "Port-to-Door" or "Port-to-Port" shipments. All Bills of Lading shall be "Combined Transport Bills of Lading" to the named destination and Carrier shall be liable to Shipper for loss or damage in accordance with the terms of this Contract regardless of any separate contracts entered into by Carrier with any sub-contractors.

D. To the extent any term or condition of such Bill of Lading or receipt conflicts in any way with any term or condition of this Contract, this Contract shall govern.

12. RATES, ACCESSORIAL CHARGES & SURCHARGES

A. As complete compensation for the services provided by Carrier pursuant to this Contract, Carrier agrees to charge, and Shipper agrees to pay the rates and charges specified in Appendix B (attached hereto and made a part hereof). No modifications or adjustments to such rates and charges shall be valid unless contained in a written and duly executed amendment to this Contract.

B. The rates and charges included in this Contract are all-inclusive and shall be the entire cost of the transportation provided. No assessorial or arbitrary charges or surcharges of any kind that would affect the cost of the services performed hereunder, including but not limited to any general rate increase, peak season surcharge, terminal handling charge, currency adjustment charge, equipment charge, or any other surcharge that are not specifically included in Appendix B shall apply to the shipments tendered by Shipper under this Contract. Charges and surcharges included in any tariff incorporated in this Contract shall not apply to the shipments tendered hereunder, unless separately agreed to by Shipper in a written amendment to this Contract.

C. In addition to the rates and charges specified in Appendix B, shipments tendered hereunder shall be subject to the Bunker Recovery Charge (BRC) as per below bunker mechanism:

Adjustment of bunker fuel price per ton will be based on Bunkerworld calculation of a straight average over a 13-week period ending thirty (30) days prior to the adjustment date.

Bunker Charge

Calculation Period

July 1, 2021
October 1, 2021
January 1, 2022
April 1, 2022

March 2021 - May 2021
June 2021- August 2021
September 2021 - November 2021
December 2021 - February 2022

Bunker Fuel Price (MT)	WC	EC
	D40'	
860.01 - 880	677	1294
840.01 - 860	665	1270
820.01 - 840	653	1246
800.01 - 820	641	1222
780.01 - 800	629	1198
760.01 - 780	617	1174
740.01 - 760	605	1150
720.01 - 740	593	1126
700.01 - 720	581	1102
680.01 - 700	569	1078
660.01 - 680	557	1054
640.01 - 660	545	1030
620.01 - 640	533	1006
600.01 - 620	521	982
580.01 - 600	509	958
560.01 - 580	497	934
540.01 - 560	485	910

Bunker Fuel Price (MT)	WC	EC
	D40'	
520.01 - 540	473	886
500.01 - 520	461	862
480.01 - 500	449	838
460.01 - 480	437	814
440.01 - 460	425	790
420.01 - 440	413	766
400.01 - 420	401	742
380.01 - 400	389	718
360.01 - 380	377	694
340.01 - 360	365	670
320.01 - 340	353	646
300.01 - 320	341	622
280.01 - 300	329	598
260.01 - 280	317	574
240.01 - 260	305	550
220.01 - 240	293	526
200.01 - 220	281	502

Bunker will be calculated using 0.5% Low Sulphur IMO and tracked using Bunkerworld.com. Customer will continue to calculate a 13-week average to determine the bunker fuel surcharge thirty (30) days prior to effective date.

Sources for Weekly Bunker Fuel Prices:

West Coast Bunker Fuel Price: Bunkerworld.com
East Coast Bunker Fuel Price: Bunkerworld.com

D. The provisions of Carrier's tariffs shall not apply to the transportation performed under this Contract unless such tariffs are specifically identified and incorporated in the appendices of this Contract. If any tariff incorporated in this Contract is revised or reissued by Carrier during the Term of this Contract, and such modification or reissuance would result in any increased cost to Shipper, then the tariff provision(s) that would result in such increased cost to Shipper shall be inapplicable to the transportation services performed hereunder unless separately agreed to in writing by the Parties in an instrument other than a Bill of Lading. Any tariff provision incorporated that conflicts with any provision of this Contract shall be superseded by the Contract.

E. The rates and charges set forth in Appendix B (attached hereto and made a part hereof) are valid and fixed for the entire term of the Contract and Carrier shall not invoice Shipper for any amount that is not expressly authorized by this Contract, apart from new mandatory fees or surcharges imposed by governmental agencies subsequent to the execution of this Contract, over which Carrier has no control, and then only upon a minimum of thirty (30) days written notice to Shipper.

13. PAYMENT; PROCEDURE

- A. Carrier shall submit invoices to Shipper on a bi-weekly basis in the Shipper's standard format. Payment on undisputed amounts will be issued by the Shipper payable to the Carrier within thirty (30) calendar days after the invoice date. Shipper shall notify Carrier of any disputed items within fifteen (15) days of receipt of any invoice. Carrier will issue a corrected invoice or notify Shipper that the disputed items are valid within thirty (30) calendar days.
- B. Carrier agrees to maintain, in accordance with the law and reasonable commercial standards such records as may be necessary to adequately reflect the accuracy of Carrier invoices under this Contract.
- C. Save for its lien in case of general average and salvage, Carrier shall not hold any of Shipper's Goods, refuse any booking, or withhold any Service solely on account of a dispute with Shipper, and Carrier waives its rights to all other liens at law or in equity on the goods or other property of Shipper.
- D. Time Limits; Overcharge and Undercharge Claims. Carrier shall have two (2) years from date of shipment to file a civil action to recover Freight Charges, including, but not limited to, undercharge claims relating to shipments transported pursuant to this Contract. Shipper shall have two (2) years from the date of delivery to file a civil action to recover overcharge claims, except that Shipper's claims for duplicate payments may be corrected at any time.

14. LIABILITY FOR LOSS, DAMAGE OR DELAY

- A. For shipments to or from a port in the United States, Carrier agrees that it assumes the liability of a common carrier for actual loss, subject to the limitations and defenses set forth in the Carriage of Goods by Sea Act ("COGSA"), namely \$500 per Package, as defined herein, such liability to exist from the time of the receipt of said Goods by Carrier until proper delivery has been made, and such liability shall exist regardless of any separate contracts entered into by Carrier with any sub-contractors.
- B. The measure of damages for loss or damage shall be the invoice value of the Goods, plus freight as well as duty and insurance, if paid; or, in absence of such invoice, the sound market value of the Goods at the place and at the time they are delivered or should have been delivered.
- C. Save in the event the damage is caused by Shipper, its employees, agents or subcontractors, Carrier shall also be liable for Shipper's documented actual and reasonable expenses incurred in mitigation of damage, including inspection, sorting, segregating, refurbishing, repackaging and re-shipping.
- D. Nothing in this Contract shall prejudice any right of recourse as between Carrier and its sub-contractors.
- E. Except in the event of a declared General Average act or circumstance neither Carrier, nor any servant or agent of Carrier, shall be entitled to the benefit of any otherwise applicable limitation of liability if it is proven that the loss or damage resulted from an act or omission of Carrier, or its agents, or subcontractors done with the intent to cause such loss or damage or recklessly that such loss or damage would probably result.
- F. Goods that have been tendered to Carrier intact and in compliance with all applicable laws and regulations and are released in damaged form or lost subsequent to such tender shall be presumed to have been damaged or lost by Carrier. Such presumption shall be subject to rebuttal only by "clear and convincing" documentary evidence presented to the contrary by Carrier.
- G. Carrier's liability and indemnity obligations under this Section shall in no way be limited by the policy limits of any insurance Carrier is required to carry by law or this Contract.
- H. All damaged Goods are to be handled by Shipper, and Shipper is entitled to handle it in any way desired, provided that due credit for the value of salvageable Goods (less the costs of the salvage) is given to the Carrier if Goods are

salvaged. . It is the Shipper's responsibility to arrange with the consignee all rights necessary to perform the salvage. Subject to the foregoing, Carrier has no salvage rights in any such damaged Goods.

If a Shipper-stuffed Container is delivered by Carrier without the origin seal intact, such delivery shall be presumptive evidence that any loss occurred while the Goods were in the possession and control of Carrier. Delivery with an intact seal shall not relieve Carrier from liability if it is proven that the loss or damage occurred while the Goods were in the possession and control of Carrier.

15. CLAIMS AND TIME BAR

A. Subject to clause 25, Carrier shall be discharged from all liabilities for loss, damage or delay whatsoever unless suit is brought (filed) within 1 year after the delivery of the Goods or the date when the Goods should have been already delivered. The Parties may mutually agree to extend the time to bring suit.

B. Claims based on a concealed loss or damage reported to Carrier within 15 days of the date of delivery to Shipper, shall be treated by Carrier as though an exception notation had been made on the delivery receipt at the time of delivery.

16. CARRIER'S CONTAINERS

A. Carrier's containers offered to Shipper for loading of the Goods to be transported are to be in good condition, properly maintained and repaired, properly securable, clean, odor-free, dry, weather-proof and free of contamination and infestation. All chassis and other equipment provided for Shipper's use will be in good operating condition and properly maintained and repaired. All such equipment shall be subject to inspection for suitability and cleanliness by Shipper, its agents, or its haulers, and unsuitable equipment may be rejected. Any costs resulting from the rejection or repositioning of any Carrier-supplied equipment will be for the account of Carrier unless due to a Shipper act or omission.

B. If Carrier's Containers are used by Shipper for pre-carriage, or on-carriage or unpacked at Shipper's premises, Shipper is responsible for returning the empty Containers, within ten (10) working days. Should a Container not be returned within the aforesaid time, Shipper shall be liable for detention charges.

C. Detention for Container shall be calculated for category as follows:

(1) Port to Port, Container Yard to Container Yard, and Container Freight Station to Container Yard shipments (Imports). The detention time starts when the Container is picked up at the port of entry and stops when the container is returned to the same port.

(2) Port to Door and Door to Door Shipments (Imports) - The detention time starts when Carrier or Carrier's drayage agent notifies the consignee the Container is available to deliver to the consignee's door and stops when Carrier or Carrier's drayage agent is notified via email or facsimile the Container is empty and returned to the port. Missed delivery appointments due to sole fault of Carrier or its drayage agent postpones the detention start time accordingly. Port or Carrier delay shall not be charged against Shipper, to the extent such delay is due to (i) a Force Majeure (as defines under clause 17) or (ii) to the Shipper.

D. Shipper shall be liable for any loss of or damage to Carrier's Containers and other equipment while in the custody of Shipper or anyone acting on Shipper's behalf, ordinary wear and tear excepted and except if caused by Carrier or its agents or contractors, including the owner or lessor of the Container.

17. SHIPPER'S DESCRIPTION

Subject to clause 11 (A), the Shipper's description of the Goods stuffed in a sealed Container by Shipper, or on its behalf, shall be binding on Carrier, and the description declared by Shipper on the front of the Bill of Lading shall be presumptive evidence of its contents, subject to rebuttal through any available documentary evidence. The Carrier shall not modify or in any way change the description or contents of the Bill of Lading or other document supplied by Shipper.

18. FORCE MAJEURE

A. Force Majeure as used herein shall mean and include, without limitation, piracy, strikes, accidents, lockouts, acts of God, public enemy, terrorism, terrorist acts, government authorities, fire, marine and/or ground disasters, embargoes, riots, civil commotions, or laws, regulations, acts, or any other event whatsoever that is beyond the reasonable control of the affected Party.

B. If either Party is prevented from performing any or all of its obligations under this Contract due to Force Majeure conditions, it shall notify the other Party promptly, but in any event within ten (10) calendar days, of the existence of such circumstances and of the nature and extent of their effect on its ability to perform its contractual obligations. The Parties shall be excused from their respective obligations under this Contract to the extent of and for the duration of the disability, and upon cessation of the disability, all contractual obligations shall be reinstated, except that the MQC will be reduced on a pro rata basis for the period (by working day) of the disability.

C. If the Carrier should assert a Force Majeure condition as an additional defense to its liability for loss or damage, as provided in Section 14, it is understood and agreed that the Carrier shall have the burden of proving that the condition is the cause of the loss and that the Carrier is free from any negligence, willful misconduct, or violation of law.

19. SHIPMENT RECORDS

A. Carrier shall maintain original signed service contracts, amendments, and their associated records in an organized, readily accessible or retrievable manner for a period of five (5) years from the expiration or termination of this Contract. In addition, to the shipment records required to be maintained under 46 CFR Part 530.15, Carrier shall also maintain copies of Bills of Lading, manifest data and EDP reports, Shipper's statements of cargo shipped under this Contract, written communications issued by Carrier regarding such statements, freight receipts, Force Majeure correspondence and notices, and any correspondence concerning Shipper's or Carrier's failure to perform which affects Shipper's entitlement to the contract rates, all of which shall be maintained by Carrier at its offices. Upon request from Carrier, Shipper shall promptly submit to Carrier information and documents sufficient to verify the quantity and nature of Cargo shipped under this Contract. Shipping documents provided by Shipper governing individual shipments under this Contract and all copies thereof should bear a notation showing the service Contract number of this Contract. The designation by Shipper of Cargo as Contract Cargo by affixing the Contract number on the shipping documents provided by Shipper shall be made at the time of the issuance of the Bill of Lading and shall be conclusive. This Contract shall remain enforceable even if Shipper or its agent fails to provide this information.

Carrier shall provide, or cause its designated technology provider to provide, EDI 315 ocean shipment status information and reports meeting Shipper's requirements and to cooperate in the development of electronic data sharing initiatives of Shipper.

20. INSPECTION OF THE GOODS

The Carrier and/or any person to whom Carrier has sub-contracted the carriage or any person authorized by Carrier shall be entitled, but is under no obligation, to open any Container or Package at any time and to inspect the Goods on reasonable suspicion of a condition of mis-loading or misclassification of Goods. If by order of the authorities at any place a Container must be opened for inspection, Carrier shall be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or repacking, solely to the extent such loss or damage arises from Carrier's wrongful actions or negligence in handling the Goods, and specifically excluding loss or damage resulting directly from the actions of such authorities or their agents or employees. Should Carrier need to open any Container, it shall first notify Shipper, and thereafter reseal the Container and place the new seal number on the bill of lading and promptly provide such seal number to Shipper. However, the replacement of the seal shall not act to limit Carrier's liability for loss or damage hereunder.

21. SURVEYS

In the event of a loss, damage or delay claim Carrier may conduct a marine survey, if desired, as soon as reasonably possible from the date of notice of a claim, Carrier may designate a representative to accompany the marine surveyor during the survey, but no Carrier's representative is required to be present during the survey. Carrier shall provide Shipper with a copy of the survey as soon as possible after its completion,

22. DANGEROUS GOODS

At the time of shipment of dangerous Goods, Shipper shall, in compliance with the regulations governing the carriage of such Goods, have the same properly packed, distinctly marked and labelled and notify Carrier in writing of their proper description, nature and the precautions to be taken.

23. NOTIFICATIONS AND DELIVERY

- A. Shipper is to be notified in writing of the arrival of the Goods and shall take commercially reasonable steps to take prompt delivery of the Goods.
- B. Refusal by Shipper to take delivery of the Goods within 30 days after receiving actual notice of the availability of the Goods being available for delivery, shall constitute a waiver by Shipper to Carrier of all and any claims whatsoever relating to the Goods or the Carriage. Shipper shall be liable for any direct losses, damages, expenses and liabilities incurred and sustained by Carrier arising from such refusal, including but not limited to, the return of the Goods to their place of origin.

24. INDEMNITY

- A. Subject to clause 25 hereunder, Carrier shall indemnify, defend and hold Shipper, its Affiliates and their respective officers, directors, employees, agents, subcontractors, and permitted assigns, harmless from and against all manner of liabilities, damages, fines, penalties, losses, costs and expenses (including reasonable attorneys' fees, settlements and judgments) that Shipper may incur as a consequence of claims being raised directly or indirectly against Shipper by any third party in respect of the personal injury to or death of any person (including, without limitation, injury to or death of employees of Carrier or Shipper), or loss of or damage to any property (including, without limitation, damage to property of each Party, except loss of or damage to Goods which is governed by the terms and conditions of the Bill of Lading) due to the Carrier's negligent acts or omissions, violation of law, material breach of this Contract, or those of its employees, personnel, subcontractors or agents occurring in connection with the performance of this Contract.

- B. Shipper agrees to indemnify, defend, and hold harmless Carrier, its officers, directors, agents, subcontractors, permitted assigns and employees against and from any and all damages, liabilities, fines, losses, costs and expenses (including reasonable attorneys' fees, settlements and judgments) that Carrier may incur as a consequence of claims being raised directly against Carrier by any third party due to any material breach by Shipper of this Contract.
- C. The provisions of this Section shall survive the termination or expiration of this Contract.

25. BILL OF LADING PROVISIONS

The following Bill of Lading provisions, as modified and set forth below in this subsection, are incorporated to this Contract:

(1) CARRIER'S RESPONSIBILITY

(1)(a) Delivery to Customs or Port Authorities – Where any law or regulation applicable at the Port of Discharge or Place of Delivery provides that delivery of the Goods to the Shipper shall be effected by the customs or port authorities at the Port of Discharge or Place of Delivery, notwithstanding anything to the contrary herein, delivery of the Goods by the Carrier to such customs or port authorities shall be deemed to be lawful delivery of the Goods by the Carrier to the Shipper or Consignee and the Carrier shall not be liable for any loss of or damage to the Goods which occurs for any reason whatsoever, other than the fault of Carrier or as otherwise expressly provided herein, after delivery of the Goods by the Carrier to the customs or port authorities.

(2) COMPENSATION AND LIABILITY PROVISIONS

(2)(a) The Shipper agrees and acknowledges that the Carrier has no knowledge of the value of the Goods. Higher compensation for loss or damage than that provided for in this Contract may be claimed only when, with the written confirmation of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated by the Carrier in the box marked "Declared Value" on the front of a Bill of Lading and ad valorem charges paid. In that case, the amount of the Declared Value shall be substituted for the limits provided in this Contract. In such a case, any partial loss or damage shall be adjusted pro rata on the basis of such Declared Value.

(2)(b) When any claim is paid by the Carrier to the Shipper, the Carrier shall be automatically subrogated to all rights of the Shipper against any third party.

(3) SCOPE OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES

Except as provided expressly herein, including Section 10, the Carrier does not promise or undertake to load, carry or discharge the Goods on or by any particular Vessel, date or time, but shall use reasonable efforts to do so. In no event shall the Carrier be liable for consequential damages for any delay in scheduled departures or arrivals of any Vessel or other conveyances used to transport the Goods by sea or otherwise

(4) MERCHANT-PACKED CONTAINERS

If a Container has not been packed by or on behalf of the Carrier:

(4)(a) The shipper named on the Bill of Lading shall inspect the Container for suitability for carriage of the Goods before packing it

(4)(b) The Carrier shall not be liable for loss of or damage to the Goods caused by:

(i) the manner in which the Goods have been packed, stowed, stuffed or secured in the Container, or

(ii) the unsuitability of the Goods for carriage in the Container supplied or for carriage by Container between the Ports or Places specified herein, or

(iii) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls thereof, provided that, if the Container has been supplied by or on behalf of the Carrier, this unsuitability or defective condition would have been apparent upon inspection by the shipper named on the Bill of Lading at or prior to the time when the Container was packed, or

(iv) packing refrigerated Goods that are not properly pre-cooled to the correct temperature for carriage or before the refrigerated Container has been properly pre-cooled to the correct carrying temperature.

(4)(c) The shipper named on the Bill of Lading is responsible for the packing and sealing of all shipper-packed Containers. Carrier shall not be liable in respect of loss or damage arising from or caused by (i) the way seal was affixed or (ii) tampered seal.

(5) OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

(5)(a) Goods, whether packed in Containers or not, may be carried on deck or under deck without notice to the Shipper unless it is specifically stipulated on the front hereof that the Containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such on-deck carriage. Save as provided in clause

(5)(b) such Goods (except livestock) carried on or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of COGSA or any compulsorily applicable legislation and shall be carried subject to such Rules or Act, whichever is applicable Carrier acknowledges that all such Goods shall be properly stacked and secured against the reasonable effects of transit.

(5)(b) Goods which are out of gauge and/or are stowed on or in open top containers, flat racks or platforms, and which are stated on the front hereof to be carried on deck, and all livestock whether carried on deck or under deck, are carried without any responsibility whatsoever on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the carriage whether caused by unseaworthiness or negligence or any other cause whatsoever and the Hague Rules or the COGSA shall not apply.

26. INSURANCE

(a) Carrier warrants and represents that its vessels are entered for P&I cover with P&I Associations that are members of the International Group of P&I Clubs. Carrier will upon request provide proof of entry for a particular vessel. Carrier shall also carry such bonds or other insurance as may be required by federal, state or local laws or regulations. Carrier has other insurances as required, including Chassis insurance in the US.

(b) In addition, Carrier warrants and represents that its agent in the US has undertaken the following insurances with insurers rated at least A-, VII or higher:

(i) Workers' Compensation, in accordance with applicable law and in statutory amounts.

(ii) Employer's Liability Insurance— as per applicable policy limit.

(iii) General Liability Insurance with a minimum limit of liability of not less than one million dollars (\$1,000,000) per occurrence providing coverage for bodily injury, property damage, advertising injury, and contractual liability.

(iv) Business Automobile Liability with a minimum limit of one million dollars (\$1,000,000) combined single limit Bodily Injury and Property Damage

(v) Carrier shall provide all insurance required herein so that all policies act and respond to any loss or liability of Carrier hereunder on a primary and non-contributory basis to any insurance held by Shipper. All insurance shall be written on an occurrence basis. The minimum coverage amounts set forth herein shall not act to limit or waive Carrier's liability hereunder. Shipper's failure to object to any lack of coverage, or deficiencies in such coverage, shall not act to limit or waive Carrier's obligation to secure any coverage set forth in this Agreement or required by applicable law and regulation. Carrier shall pay all premiums, self-insured retentions, and deductibles for any of its insurance, or any claims submitted under such insurance. Failure of Carrier's insurance provider to accept a claim or to make payment for or on behalf of Carrier, will not act, limit, waive, or otherwise eliminate Carrier's responsibility for such claim, nor will Carrier's insurer's denial of any claim be considered as a valid reason for denial by Carrier or a reason for Carrier to provide a denial.

Carrier shall take no action or violate any insurance policy in a manner that would limit, waive, or eliminate coverage in any way

27. NON-EXCLUSIVE CONTRACT

It is understood and agreed between the Parties hereto that this is a non-exclusive Contract, and that Carrier shall be free to accept Goods for transportation from shippers other than Shipper and that Shipper shall be free to tender Goods for transportation to carriers other than Carrier. Carrier acknowledges that, other than as is expressly provided for herein, Shipper has made no promises or guarantees of any type or kinds to the volume it will ship or to any revenue or profit to be attained by Carrier.

28. INDEPENDENT CONTRACTOR

A. The Carrier shall perform the services hereunder as an independent Contractor and shall have exclusive control and direction of the persons operating equipment, loading or unloading, or otherwise engaged in providing services. The Carrier assumes full responsibility for the acts and omissions of such persons.

B. The Shipper hereby certifies its status, and the status of all its Affiliates if any:
owner of the cargo.

29. ASSIGNMENT (NON-ASSIGNABILITY)

The rights and obligations of this Contract hereunder are personal to Carrier and Shipper and this Contract shall not be assignable or otherwise transferable by either Party, in whole or in part, without the written consent of the other Party, except that Shipper shall be entitled to assign or transfer this Contract to a parent or any Affiliate and Carrier shall be entitled to assign or transfer its receivables to any bank or lending institution so long as Carrier remains liable for the services hereunder, and such institution takes no action to prevent Shipper from getting the intended benefits of this Contract, without the other Party's written consent, such consent not to be unreasonably denied, delayed, or conditioned.

30. NOTICES

Notices hereunder shall be given by U.S. mail, postage prepaid via registered mail, return receipt requested, or by U.S. nationally recognized overnight courier, to the Parties at the following addresses:

To SHIPPER:

Bed Bath & Beyond Inc.
650 Liberty Avenue, Union, NJ 07083
United States of America
Attn: Sr. Vice President Supply Chain

and a copy to its General Counsel at the same address

To CARRIER:
Mediterranean Shipping Company (USA) Inc.
420, 5th Avenue
(At 37th Street) – 8th Floor
New York, N.Y. 10018-2702
United States of America
Attn: Ronald Milone

31. APPENDICES

Attached hereto and expressly made a part hereof are various appendices. Subsequent to the execution hereof by Shipper and Carrier, further addenda may be added hereto and shall also become a part hereof. Each addendum shall be executed by an authorized officer of each party and dated and sequentially numbered.

32. GOVERNING LAW

It is the intention of the Parties that the provisions of this Contract shall be construed and enforced according to the laws of the United States and the laws of the State of New York, without giving effect to any conflict of law provisions, to the extent that they are not inconsistent with applicable U.S. federal laws. Carrier consents to the exclusive jurisdiction of the United States District Court for the Southern District of New York, or the Supreme Court of the State of New York located in Manhattan, as applicable, and waives any objection or defense thereto including on the basis of personal jurisdiction or venue, or inconvenient forum.

33. CONFIDENTIALITY

As part of the business relationship between Carrier and Shipper, Carrier may be in or come into possession of information or data, which constitute trade secrets, know-how, confidential or proprietary information or are otherwise considered secret by Shipper (hereinafter called "Confidential Information"). In consideration of the receipt of such information and potential business, Carrier agrees to a) maintain such information in the utmost of confidence; b) share such Confidential Information only with its officers, employees, subcontractors, insurers, legal advisors, auditors and agents, only on a need-to-know basis, ensuring that they are bound in writing by terms of confidentiality substantially similar to these c) use such solely in connection with this business relationship with Shipper; and to take all measures necessary to protect such information. Notwithstanding the above, the obligations under this clause shall not apply to

- A. Information that, at the time of disclosure is, or after disclosure become part of the public domain other than as a consequence of a breach of this Contract.
- B. Information that was known to a Party prior to its disclosure to the other Party;
- C. Information that is independently developed by either Party without the use of any of the other Party's information.
- D. Information required to be disclosed by Carrier for a shipment transported by Carrier on a vessel operated by another ocean common carrier, provided that such other carrier agrees in writing to terms of confidentiality substantially similar to these; or

This clause 33 shall apply mutatis mutandis in favour of the Carrier.

Notwithstanding the above, Carrier shall have the right to provide information related to shipments made under this Contract to third parties, including customs, port authorities or any other supply chain intermediaries. Carrier may also provide such information to governmental authorities of proper jurisdiction pursuant to applicable law.

34. SEVERABILITY

If any phrase, clause, sentence, or other provision contained in this Contract violates any applicable statute, ordinance, rule or law, such phrase, clause, sentence or provision shall be ineffective to the extent of such violations without invalidating any other provision of this Contract.

35. ENTIRE CONTRACT

This Contract and the attached Appendices represent the entire understanding of the Parties on the subject matter herein and cannot be amended except in writing signed by both Parties. All prior discussions, understandings, negotiations, and contracts, whether oral or in writing, are superseded and made null and void by this Contract.

36. ESSENTIAL TERMS AND ITS PUBLICATION

The essential terms applicable to this Contract, as defined by law, have been summarized in the Appendices attached hereto, which will serve as the Essential Terms document to be published in tariff format and filed with the FMC by Carrier, if this Contract is subject to FMC jurisdiction.

37. C-TPAT COMPLIANCE:

The Parties agree to participate in and comply with the United States Customs Trade Partnership Against Terrorism ("C-TPAT") program and guidelines applicable to ocean carriers, importers and exporters.. If either Party believes that it cannot comply with any initial or amended C-TPAT guidelines applicable to it, then it shall promptly inform the other Party of the particular guideline(s) that cannot be followed, and the Parties shall confer with each other to establish a reasonable period of time for the non-compliant Party becoming compliant with such guideline(s). If either Party is unable or unwilling to comply with the C-TPAT guidelines for their

respective businesses within an acceptable period of time, which time period shall be determined within the compliant Party's sole discretion, then the compliant Party shall have the right to terminate this Contract immediately.

38. ETHICAL CONDUCT POLICY

It is the policy of Shipper, and its Affiliates specified in Appendix A (if any upon mutual agreement), to conduct all its business transactions in accordance with the highest ethical standards: No individual who is employed by or who represents Shipper is permitted to solicit, accept or pay any bribe, kickback or any other improper payment of money, products or services in exchange for (i) Shipper's execution of this Contract, (ii) any action taken by such individual on behalf of Shipper, or (iii) any action taken by Carrier. If any such improper actions are observed, please contact Shipper's Legal Department (Attention: General Counsel) at 908-688-0888 so that the incident may be fully investigated, and appropriate remedial action taken.

39. SANCTIONS

Each Party will comply in relation to this Contract with U.S. extraterritorial sanctions laws and any other applicable sanctions and export controls laws and regulations ("Sanctions Laws"). Each Party shall not cause the other Party to violate Sanctions Laws.

Each Party represents and warrants for itself that it is not a person listed on the Specially Designated Nationals and Blocked Persons List of the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), any other similar list maintained by the Council of the European Union and the State Secretariat for Economic Affairs of Switzerland or otherwise targeted by the Sanctions Laws, whether designated by name or by reason of being included in a class of persons ("Restricted Party").

The Shipper warrants that in relation to this Contract:

- i. no Restricted Party has an interest in any cargo or container shipped; and
- ii. no cargo or container shipped is subject to any restriction under Sanctions Laws

Carrier may refuse the Shipper's cargo if it has reasonable suspicion that the cargoes and/or containers are in breach of Sanctions Laws.

Either Party shall have the right to terminate this Contract with immediate effect and without any liability in case of breach of any Sanctions Laws by the other Party and without any further obligation.

40. SEAWAY BILL OF LADING

Carrier shall at request of Shipper, evidence shipments under the Contract by seaway bill of lading. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of the seaway bill of lading, the terms and conditions of the Contract shall prevail.

41. AMENDMENTS AND ELECTRONIC SIGNATURE

No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and executed on behalf of the Parties to this Agreement. The Parties agree that this Agreement or any amendments may be executed via DocuSign or similar e-signature mechanism by an authorized representative.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

Shipper: Bed Bath & Beyond Inc. Supply Chain

Carrier: MSC Mediterranean Shipping Company SA

By: Pasquale Formisano, Senior Vice President

APPENDICES

The following appendices are incorporated herein by reference and made a part hereof:

APPENDIX A –Affiliates

APPENDIX B - Rates and Services

APPENDIX C –Salvage Agreement

APPENDIX D - Essential Terms (To be Filed with FMC)

APPENDIX A – Affiliates

Liberty Procurement Co, Inc.
650 Liberty Avenue
Union, NJ 07083
United States

Buy Buy Baby
650 Liberty Avenue
Union, NJ 07083
United States

Harmon Stores Inc.
650 Liberty Avenue
Union, NJ 07083
United States

Appendix B - Rates and Services

Appendix C
SALVAGE AGREEMENT

For valuable consideration received, SHIPPER and CARRIER agree as follows:

1. If any product has not been delivered and for which a claim has been filed is located or recovered by CARRIER, regardless of whether the claim has been paid, SHIPPER must be notified immediately.
2. No product for which a claim has been filed can be sold or otherwise transferred to a salvor, jobber or any third party without CARRIER first contacting SHIPPER and obtaining authorization when SHIPPER is the owner of the goods. Nor shall any such product or goods be passed to any of CARRIER's internal salvage procedures without such notice.
3. If SHIPPER authorizes passing such product to Salvage or to any third party, CARRIER will remove all price tags, labels, brands or trademarks identifying SHIPPER or which contain any of SHIPPER's trademarks (e.g., A Step Beyond, Beyond, Beyond Indulgence) prior to such transfer or salvage. CARRIER shall be compensated at the hourly billing rate for such work performed unless CARRIER was responsible for the damage incurred.
4. In any salvage on sale of SHIPPER's product, CARRIER shall contract to include the following terms as conditions of the contract and make commercially reasonable efforts to ensure compliance therewith:
 - (i) The SHIPPER's name shall not be used in any advertising or signage of any statement or phrase that might identify such product
 - (ii) Any goods to be passed to Salvage shall be prominently, permanently and incurably marked in such a way that their nature as salvage goods cannot be mistaken; that is, in such a state as to prevent such goods from being returned to SHIPPER's stores as customer purchase; and
 - (iii) SHIPPER expressly disclaims any and all warranties, express or implied, including, without limitation any warranties of merchantability, fitness for a particular purpose, or non-infringement of the intellectual property rights of a third party.
5. At the reasonable request of SHIPPER, CARRIER will destroy recovered goods where such goods represent a safety hazard to consumers.

ACCEPTED AND AGREED:

CARRIER: _____

Name: _____

Title: _____

Sensitivity: Internal

Sensitivity: Internal

APPENDIX D - ESSENTIAL TERMS (To be Filed with FMC)

ESSENTIAL TERMS

1. "Effective Date" and "Term": May 1, 2021 – April 30, 2022
2. Name and address of Carrier: MSC Mediterranean Shipping Company SA – 12-14 Chemin Rieu, 1208 Geneva, Switzerland
3. Name and address of Shipper: Bed Bath & Beyond Inc. and its Affiliates, .650 Liberty Avenue, Union, NJ 07083, United States of America
4. Cargo Owner Certification: Pursuant to Federal Maritime Commission ("FMC") regulation 46 C.F.R. 530.6, Shipper, certifies its status as the Owner or Consignee of the cargo shipped hereunder.
Bed Bath & Beyond Inc. shall be under a continuing obligation to comply with all FMC requirements and to report to the Carrier any change in its status.
5. Origin Port Pairs (further detailed in Appendix B): India, Sri Lanka, Pakistan, Turkey, Egypt, China, Thailand, Indonesia, Cambodia, Vietnam, Korea, Taiwan, Malaysia, Singapore, Philippines
6. Destination Port Pairs (further detailed in Appendix B): United States
7. Minimum Quantity Commitment: ~~8,480 TEUs~~ **4615 TEUS (AMN 18)**
8. Commodities: General Department Store Merchandise in Mixed or Straight loads
9. Rates, Services and Related Terms: As set forth in Rates and Service Appendix (Appendix B).
10. Records:
All requests relating to the Federal Maritime Commission ("FMC") for records should be addressed to:
MSC Mediterranean Shipping Company SA, Att: Reto Giddey, +41 22 703 8888
12-14 Chemin Rieu, 1208 Geneva, Switzerland

With a copy to
Mediterranean Shipping Company (USA) Inc., Att: Paolo Magnani 420,
5th Avenue, New York, N.Y. 10018-270, United States
11. Affiliates: as per Appendix A

Amendment N° 18

Dated 5th May 2022

to the

OCEAN CARRIER AGREEMENT

21-418WW

dated 1st May, 2021

between

MSC Mediterranean Shipping Company SA

with its registered office at 12-14, Chemin Rieu,
1208 Geneva, Switzerland
("Carrier")

and

Bed Bath & Beyond Inc.

650 Liberty Avenue Union,
NJ 07083, United States of America
("Shipper")

(both hereinafter referred to as "the Parties")

This amendment (the "Amendment") is made by MSC Mediterranean Shipping Company S.A. and Bed Bath & Beyond Inc., parties to the **OCEAN CARRIER AGREEMENT** signed in 1st May 2021 ("the Agreement").

Appendix B is amended as follows:

RELAY: ADDED POL TEKIRDAG (ASYAPORT), AMENDED MQC

Port(s) of load
ALIAGA, GEMLIK, ISTANBUL, IZMIR, TEKIRDAG (ASYAPORT) (AMN 18)
ALIAGA, GEMLIK, ISTANBUL, IZMIR, TEKIRDAG (ASYAPORT) (AMN 18)
MERSIN
MERSIN
ALIAGA, GEMLIK, ISTANBUL, IZMIR, TEKIRDAG (ASYAPORT) (AMN 18)
ALIAGA, GEMLIK, ISTANBUL, IZMIR, TEKIRDAG (ASYAPORT) (AMN 18)
MERSIN
MERSIN
ALIAGA, GEMLIK, ISTANBUL, IZMIR, TEKIRDAG (ASYAPORT) (AMN 18)
ALIAGA, GEMLIK, ISTANBUL, IZMIR, TEKIRDAG (ASYAPORT) (AMN 18)
MERSIN
MERSIN

BED BATH & BEYOND INC. /MSC

STRICTLY CONFIDENTIAL

Global MVC/TEUs: ~~8480 TEUS~~
4615 TEUS (AMN 18)

INDUS (DT): EXPIRED RA

~~Effective to:~~ ~~30th April 2022~~
25th April 2022 (AMN 18)

FAR EAST (DT), FAR EAST (PR), FAR EAST, INDUS (PR), INDUS: AMENDED MQC

Global MVC/TEUs: ~~8480 TEUS~~
4615 TEUS (AMN 18)

Essential Terms

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this

Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

IN WITNESS of which this Amendment has been executed on the date appearing below.

Signatures

.....
For and on behalf of MSC Mediterranean
Shipping Company SA, by its duly authorised
agent MSC MEDITERRANEAN SHIPPING
COMPANY (USA) INC.

.....

Print name

Position

.....

Date

.....
For and on behalf of Bed Bath & Beyond Inc.

Juan Guerrero

Print name

Position

SVP Supply Chain

Date

BED BATH & BEYOND INC. /MSC

STRICTLY CONFIDENTIAL

BED BATH & BEYOND INC. SERVICE CONTRACT

(AMN 21) TERMS AND CONDITIONS

THIS SERVICE CONTRACT ("Contract"), made and entered into as of the 1st of May, 2022 by and between Bed Bath & Beyond Inc., with its principal offices at 650 Liberty Avenue Union, NJ 07083 United States of America on behalf of itself and its Affiliates as listed in Appendix A, attached hereto (hereinafter collectively referred to as "Shipper"), and MSC Mediterranean Shipping Company SA, with its principal offices at Chemin Rieu 12-14, Geneva 1208, Switzerland (hereinafter called "Carrier") (each a "Party", collectively the "Parties").

1. DEFINITIONS

"Bill of Lading" means the Carrier's bill of lading or sea waybill as the case may be.

"Carriage of Goods by Sea Act" or "COGSA" means the Carriage of Goods by Sea Act, set forth in the note following 46 U.S.C. Sec. 30701.

"Carrier" means MSC Mediterranean Shipping Company SA.

"Consignee" means the person entitled to take delivery of the Goods and named on the Bill of Lading as such.

"Container" means an ISO standard 20, 40, 40HC and 45-foot container. The term includes dry cargo, refrigerated and flat rack containers.

"Contract" shall mean this Contract, including all appendices attached hereto and such other documents as are expressly named herein, all of which are expressly incorporated herein by this reference.

"Customary Freight Unit" means any physical unit of cargo not shipped in a package, including machinery and vehicles (whether new or used) and shall have the meaning given to it by the jurisprudence of the Maritime Law of the United States.

"Freight Charges" means the remuneration payable to Carrier for the carriage of Goods under this Contract as set forth herein.

"Goods" means the merchandise, articles and commodities specified or identified in this Contract and include the packing, the packaging material and container not supplied by or on behalf of Carrier.

"MQC" shall mean Minimum Quantity Commitment specified in this Contract.

"Package" means a material unit containing Shipper's Goods, notwithstanding its weight, dimension or volume.

Notwithstanding anything to the contrary, the loaded Container shall not be considered to be or construed as the package or unit, and package or unit to be the actual number of packages within the container in a non-unitized state.

"Port-to-Door" means through transportation of a Container and its contents from a foreign port to a domestic facility of Shipper.

"Port-to-Port" means transportation of a Container and its contents from a foreign port to a domestic port.

"Shipper" means Bed Bath & Beyond Inc. and its Affiliates listed in Appendix A (whether in the capacity as the consignor, consignee or owner of the Goods) and anyone authorized to act on their behalf.

"Sub-Contractor" means owners and operators of vessels (other than Carrier), stevedores, terminal, warehouse, road and rail transport operators, motor carriers and any independent contractor employed by a Carrier in the performance of the carriage or in providing services hereunder and any sub-sub-contractor thereof.

"Vessel," means the vessel named in the Bill of Lading, and any feeder vessel, lighter or barge used by or on behalf of a Carrier in connection with any seaborne leg of the carriage.

The term "Affiliate" as used herein shall mean the entities listed in Schedule A. a subsidiary or holding company of the Shipper or a subsidiary of such holding company or an entity which controls, is controlled by, or is under the common control of the Shipper. "Control" means (a) the power to directly or indirectly control the direction or management of an entity, whether by contract or otherwise; and/or (b) the ownership of more than fifty per cent (50%) of the issued share capital or beneficial ownership of an entity

Initial capitalization on terms defined is not required in the use of any of the foregoing defined terms.

2. APPLICATION

- A. The provisions of this Contract are applicable to all services requested by Shipper and provided by Carrier during the term of the Contract, and to all shipments duly tendered by Shipper and accepted by Carrier. Once MQC is met, the Carrier may send a written notice to the Shipper in order to renegotiate the Rates. If Carrier does so, the Rates will continue to apply until an agreement on new rates is reached by the Parties. If no agreement is reached within thirty (30) days from notice sent by Carrier, either Party shall be entitled to immediately terminate the Agreement by sending a written notice to the other Party.
- B. Shipper may add or remove one or more Affiliates covered hereunder by written notice to Carrier and amendment of this Contract at any time. Consent to such amendment shall not be unreasonably withheld.
- C. The terms and conditions of this Contract shall at all times govern all responsibilities of Shipper and Carrier in connection with or arising out of the acceptance and carriage of Shipper's Goods. The terms and conditions of any Bill of Lading issued by Carrier shall also apply to the acceptance and carriage of Shipper Goods, but to the extent such terms and conditions conflict in any way with any term or condition of this Contract, this Contract shall govern.
- D. The provisions of this Contract are applicable without regard to the nationality of the Vessel, Carrier, its sub-contractors, Shipper or any other interested person.

3. TERM OF CONTRACT

This Contract shall be effective beginning on the Effective Date and continuing for the Term, as both are defined in Appendix D, unless earlier terminated as provided below, or extended by agreement of the parties hereto (the "Parties").

4. TERMINATION

A. This Contract may be subject to early termination only as follows:

(1) by either Party effective immediately for any material breach hereof by the other Party which remains uncured thirty (30) days after written notice from the aggrieved Party to the offending Party, specifying the nature of the breach; or if the Parties agree it will take more than thirty (30) days to cure the breach, the cure has not commenced and been diligently pursued within thirty (30) days or is not diligently pursued thereafter; or

(2) by either Party effective upon ten (10) days' written notice if a Force Majeure condition as defined herein is declared by the other Party and continues unabated for a period exceeding twenty (20) consecutive days. If a force majeure event is called by Carrier, each Party will make reasonable efforts to effect a work around plan to limit or eliminate the event prior to the event being applicable.

(3) by Shipper in the event Carrier's licenses, permits, authorities, and/or registrations, and/or insurance required hereunder or by applicable law for it to act under this Contract are canceled, suspended, or materially negatively altered.

B. If this Contract is required to be filed with the Federal Maritime Commission ("FMC") it shall be Carrier's sole responsibility to promptly do so, and Carrier shall promptly notify the FMC of early termination in the manner required by that agency.

C. Upon the termination or expiration of the Contract, each Party shall promptly and reasonably assist the other with removal of all Goods and other owned or leased materials, products and equipment then within its care, custody or control belonging to the other party. Each Party shall bear the actual and reasonable expenses incurred in fulfilling its obligations to do so. In the event of early termination for breach, the obligation of the non-breaching Party, or by Shipper pursuant to sub-section 4(A)(3), with respect to MQC shall be reduced to the amount shipped as of termination.

D. The Parties intend that the contractual arrangement be continuous in nature until such time as the Contract expires or is terminated by one or both of the Parties. In the event that no agreement is reached this Contract shall be terminated. Termination or expiration of the Contract shall not relieve or release either Party from any rights, liabilities, or obligations that have previously accrued under law or the terms of the Contract prior to the date of expiration or termination.

5. GOODS

The Goods to which this Contract applies are all those commodities and materials specified or described in Appendix D annexed hereto.

6. PORTS OF ORIGIN

The Ports of Origin to which this Contract applies are specified or described in Appendix B annexed thereto.

7. PORTS OF DESTINATION

The Ports of Destination to which this Contract applies are specified or described in Appendix B annexed thereto.

8. LOADING PORTS, DISCHARGE PORTS, INTERMODAL PORTS

The Loading Ports, Discharge Ports and Intermodal Ports to which this Contract applies are specified or described in Appendix B annexed thereto.

9. MINIMUM QUANTITY COMMITMENT; FORECASTS

A. Shipper agrees to tender to Carrier, and Carrier agrees to accept from Shipper, the minimum quantity commitment (hereinafter MQC) specified in this Contract at 5200 FEUs (10,400 TEUs) in monthly installments of 433 FEU's. Shipments shall be deemed within the scope of this Contract and shall be counted toward the MQC if made by Shipper or by an authorized agent on behalf of Shipper. The Carrier may accept booking requests for the requested sailing date always subject to space and equipment availability. The Carrier shall use its reasonable endeavor reply to booking requests within seventy-two (72) hours.

For purposes of calculating the MQC the following FEU Equivalent conversion table will apply:

20' container	0.5 FEU – or 1 TEU
40' container	1.0 FEU – or 2 TEUs
40' H/C container	1.125 FEU

B. Forecasts. In order to facilitate load planning, Shipper will provide Carrier with regular monthly rolling forecasts by origin and destination. These forecasts are for information purposes only and are not binding on Shipper or Carrier.

C. MQC: see Appendix D

10. PARTIES OBLIGATIONS

A. Shipper Obligations

As stated in Section 9, Shipper will provide adequate forecasts to Carrier that will allow for load planning. Shipper agrees to give ten (10) days booking notice before CY closing wherever practicable but no less than, eight (8) days, to the Carrier for any Contract shipments.

B. Carrier Obligations

i Subject to Section 10(A), Carrier will use reasonable commercial efforts to satisfy the scope and level of the Shipper's forecasted requirements,

C. If Containers are booked at least eight (8) days prior to the scheduled departure date for the particular voyage, Carrier will use reasonable efforts to accept more than said MQC of containers but shall not be obligated to do so.

D. Service Failure - Carrier

If the Carrier fails to carry the quantities specified above for any consecutive 3-month period the annual MQC shall, at the option of the Shipper be reduced by the amount of the shortfall during said period. This shall be the Shipper's sole and exclusive remedy in the event Carrier fails to meet its obligations to carry the Shipper's MQC under this Contract.

E. Discontinuance of Service.

In the event Carrier should discontinue service to or from any origin or destination port set forth in this Contract, Carrier shall provide Shipper a minimum of thirty (30) days written notice unless such discontinuance is decided within less than thirty (30) days in which case Carrier shall provide Shipper with a written notice as soon as possible, and Shipper and Carrier shall negotiate in good faith an amendment of the Contract reflecting the resulting change in service. If agreement on such an amendment cannot be reached, then the MQC may, at the option of the Shipper, be reduced accordingly, and the Contract amended to reflect the reduction. In the event Shipper should make material sourcing changes to or from any origin or destination port set forth herein, Shipper and Carrier shall negotiate in good faith an amendment to this Contract reflecting the resulting quantity change. If agreement cannot be reached, then the MQC may, at the option of the Carrier, be reduced and the Contract amended accordingly.

11. BILLS OF LADING

A. Each shipment received pursuant to this Contract shall be evidenced by a Bill of Lading signed by Carrier showing the kind, quantity and condition of commodities. Such Bill of Lading shall be prima facie evidence of receipt of such commodities by Carrier in apparent good order and condition unless such commodities are not readily observable (contents and condition of contents of packages unknown) or as may be otherwise noted on the face of such receipt.

B. Carrier's duties and responsibilities under this Contract shall commence when Carrier takes possession and control of the Goods or upon execution of such Bill of Lading by Carrier, whichever occurs first, and shall end when Carrier delivers the Goods.

C. As indicated on the face of the Bill of Lading, shipments pursuant to this Contract may be "Port-to-Door" or "Port-to-Port" shipments. All Bills of Lading shall be "Combined Transport Bills of Lading" to the named destination and Carrier

shall be liable to Shipper for loss or damage in accordance with the terms of this Contract regardless of any separate contracts entered into by Carrier with any sub-contractors.

D. To the extent any term or condition of such Bill of Lading or receipt conflicts in any way with any term or condition of this Contract, this Contract shall govern.

12. RATES, ACCESSORIAL CHARGES & SURCHARGES

A. As complete compensation for the services provided by Carrier pursuant to this Contract, Carrier agrees to charge, and Shipper agrees to pay the rates and charges specified in Appendix B (attached hereto and made a part hereof). No modifications or adjustments to such rates and charges shall be valid unless contained in a written and duly executed amendment to this Contract.

B. The rates and charges included in this Contract are all-inclusive and shall be the entire cost of the transportation provided. No assessorial or arbitrary charges or surcharges of any kind that would affect the cost of the services performed hereunder, including but not limited to any general rate increase, peak season surcharge, terminal handling charge, currency adjustment charge, equipment charge, or any other surcharge that are not included in Appendix B shall apply to the shipments tendered by Shipper under this Contract, unless mutually agreed upon by the Parties. If mutual agreement is not reached either Party may terminate this Agreement without penalty by giving the other Party thirty (30) days written notice.

Provided, however, that in the event this Contract is amended to reduce any rates or charges set forth in Appendix B, the preceding sentence shall be void and all of the rates set forth in Appendix B shall be subject to any rate increase published in the governing tariff that becomes effective on or after the effective date of such amendment.

C. Notwithstanding any provision herein to the contrary whatsoever, where the Carrier is subject to extra or increased costs in the performance of this Contract which (i) arise from facts or circumstances which were not within the reasonable contemplation of the Parties at the time this Contract was made, and (ii) are raised by a third party, subcontractor or company used by the Carrier in the performance of this Contract, the Carrier shall be entitled to add the extra or additional costs to the total costs invoiced to the Shipper and they shall apply as if the said extra or additional costs had always formed part of this Contract. The Carrier shall, if requested, provide documents in support of the extra or additional costs.

D. In addition to the rates and charges specified in Appendix B, shipments tendered hereunder shall be subject to the MSC bunker formula/calculation and quarterly reviewed

E. The rates and charges set forth in Appendix B (attached hereto and made a part hereof) are valid and fixed for the entire term of the Contract and Carrier shall not invoice Shipper for any amount that is not expressly authorized by this Contract, apart from new mandatory fees or surcharges imposed by governmental agencies subsequent to the execution of this Contract, over which Carrier has no control, and then only upon a minimum of thirty (30) days written notice to Shipper.

13. PAYMENT; PROCEDURE

- A. Carrier shall submit invoices to Shipper on a bi-weekly basis in the Shipper's standard format. Payment on undisputed amounts will be issued by the Shipper payable to the Carrier within thirty (30) calendar days after the invoice date. Shipper shall notify Carrier of any disputed items within fifteen (15) days of receipt of any invoice. Carrier will issue a corrected invoice or notify Shipper that the disputed items are valid within thirty (30) calendar days.
- B. Carrier agrees to maintain, in accordance with the law and reasonable commercial standards such records as may be necessary to adequately reflect the accuracy of Carrier invoices under this Contract.
- C. Save for its lien in case of general average and salvage, Carrier shall not hold any of Shipper's Goods, refuse any booking, or withhold any Service solely on account of a dispute with Shipper, and Carrier waives its rights to all other liens at law or in equity on the goods or other property of Shipper.
- D. Time Limits; Overcharge and Undercharge Claims. Carrier shall have two (2) years from date of shipment to file a civil action to recover Freight Charges, including, but not limited to, undercharge claims relating to shipments transported pursuant to this Contract. Shipper shall have two (2) years from the date of delivery to file a civil action to recover overcharge claims, except that Shipper's claims for duplicate payments may be corrected at any time.

14. LIABILITY FOR LOSS, DAMAGE

- A. For shipments to or from a port in the United States, Carrier agrees that it assumes the liability of a common carrier for actual loss, subject to the limitations and defenses set forth in the Carriage of Goods by Sea Act ("COGSA"), namely \$500 per Package, as defined herein, such liability to exist from the time of the receipt of said Goods by Carrier until proper delivery has been made, and such liability shall exist regardless of any separate contracts entered into by Carrier with any sub-contractors.

- B. The measure of damages for loss or damage shall be the invoice value of the Goods, plus freight as well as duty and insurance, if paid; or, in absence of such invoice, the sound market value of the Goods at the place and at the time they are delivered or should have been delivered.
- C. Save in the event the damage is caused by Shipper, its employees, agents or subcontractors, Carrier shall also be liable for Shipper's documented actual and reasonable expenses incurred in mitigation of damage, including inspection, sorting, segregating, refurbishing, repackaging and re-shipping
- D. Nothing in this Contract shall prejudice any right of recourse as between Carrier and its sub-contractors.
- E. Except in the event of a declared General Average act or circumstance neither Carrier, nor any servant or agent of Carrier, shall be entitled to the benefit of any otherwise applicable limitation of liability if it is proven that the loss or damage resulted from an act or omission of Carrier, or its agents, or subcontractors done with the intent to cause such loss or damage or recklessly that such loss or damage would probably result.
- F. Goods that have been tendered to Carrier intact and in compliance with all applicable laws and regulations and are released in damaged form or lost subsequent to such tender shall be presumed to have been damaged or lost by Carrier. Such presumption shall be subject to rebuttal only by "clear and convincing" documentary evidence presented to the contrary by Carrier.
- G. Carrier's liability obligations under this Section shall in no way be limited by the policy limits of any insurance Carrier is required to carry by law or this Contract.
- H. All damaged Goods are to be handled by Shipper, and Shipper is entitled to handle it in any way desired, provided that due credit for the value of salvageable Goods (less the costs of the salvage) is given to the Carrier if Goods are salvaged. It is the Shipper's responsibility to arrange with the consignee all rights necessary to perform the salvage. Subject to the foregoing, Carrier has no salvage rights in any such damaged Goods.

If a Shipper-stuffed Container is delivered by Carrier without the origin seal intact, such delivery shall be presumptive evidence that any loss occurred while the Goods were in the possession and control of Carrier. Delivery with an intact seal shall not relieve Carrier from liability if it is proven that the loss or damage occurred while the Goods were in the possession and control of Carrier.

15. CLAIMS AND TIME BAR

- A. Subject to clause 25, Carrier shall be discharged from all liabilities for loss, damage or delay whatsoever unless suit is brought (filed) within 1 year after the delivery of the Goods or the date when the Goods should have been already delivered. The Parties may mutually agree to extend the time to bring suit.
- B. Claims based on a concealed loss or damage reported to Carrier within 15 days of the date of delivery to Shipper, shall be treated by Carrier as though an exception notation had been made on the delivery receipt at the time of delivery.

16. CARRIER'S CONTAINERS

- A. Carrier's containers offered to Shipper for loading of the Goods to be transported are to be in good condition, properly maintained and repaired, properly securable, clean, odor-free, dry, weather-proof and free of contamination and infestation. All chassis and other equipment provided for Shipper's use will be in good operating condition and properly maintained and repaired. All such equipment shall be subject to inspection for suitability and cleanliness by Shipper, its agents, or its haulers, and unsuitable equipment may be rejected. Any costs resulting from the rejection or repositioning of any Carrier-supplied equipment will be for the account of Carrier unless due to a Shipper act or omission.
- B. If Carrier's Containers are used by Shipper for pre-carriage, or on-carriage or unpacked at Shipper's premises, Shipper is responsible for returning the empty Containers, within 7 calendar days free time per diem at destination. Should a Container not be returned within the aforesaid time, Shipper shall be liable for detention charges. Chassis will not be included in the above free time, and will be per Carrier's tariff.
- C. Detention for Container shall be calculated for category as follows:
 - (1) Port to Port, Container Yard to Container Yard, and Container Freight Station to Container Yard shipments (Imports). The detention time starts when the Container is picked up at the port of entry and stops when the container is returned to the same port.
 - (2) Port to Door and Door to Door Shipments (Imports) - The detention time starts when the container is picked up from the terminal and is returned empty to the same. In the event a terminal does not allow scheduled pick-up or return of a container, then demurrage and/or detention will not apply to the succeeding days. Missed delivery appointments due to sole fault of Carrier or its drayage agent postpones the detention start time accordingly. Port or Carrier delay shall not be charged against Shipper, to the extent such delay is due to (i) a Force Majeure (as defines under clause 17) or (ii) to the Shipper.

D. Shipper shall be liable for any loss of or damage to Carrier's Containers and other equipment while in the custody of Shipper or anyone acting on Shipper's behalf, ordinary wear and tear excepted and except if caused by Carrier or its agents or contractors, including the owner or lessor of the Container.

17. SHIPPER'S DESCRIPTION

Subject to clause 11 (A), the Shipper's description of the Goods stuffed in a sealed Container by Shipper, or on its behalf, shall be binding on Carrier, and the description declared by Shipper on the front of the Bill of Lading shall be presumptive evidence of its contents, subject to rebuttal through any available documentary evidence. The Carrier shall not modify or in any way change the description or contents of the Bill of Lading or other document supplied by Shipper.

18. FORCE MAJEURE

A. Force Majeure as used herein shall mean and include, without limitation, piracy, strikes, accidents, lockouts, acts of God, public enemy, terrorism, terrorist acts, government authorities, fire, marine and/or ground disasters, embargoes, riots, civil commotions, or laws, regulations, acts, or any other event whatsoever that is beyond the reasonable control of the affected Party.

B. If either Party is prevented from performing any or all of its obligations under this Contract due to Force Majeure conditions, it shall notify the other Party promptly, but in any event within ten (10) calendar days, of the existence of such circumstances and of the nature and extent of their effect on its ability to perform its contractual obligations. The Parties shall be excused from their respective obligations under this Contract to the extent of and for the duration of the disability, and upon cessation of the disability, all contractual obligations shall be reinstated, except that the MQC will be reduced on a pro rata basis for the period (by working day) of the disability.

C. If the Carrier should assert a Force Majeure condition as an additional defense to its liability for loss or damage, as provided in Section 14, it is understood and agreed that the Carrier shall have the burden of proving that the condition is the cause of the loss and that the Carrier is free from any negligence, willful misconduct, or violation of law.

19. SHIPMENT RECORDS

A. Carrier shall maintain original signed service contracts, amendments, and their associated records in an organized, readily accessible or retrievable manner for a period of five (5) years from the expiration or termination of this Contract. In addition, to the shipment records required to be maintained under 46 CFR Part 530.15, Carrier shall also maintain copies of Bills of Lading, manifest data and EDP reports, Shipper's statements of cargo shipped under this Contract, written communications issued by Carrier regarding such statements, freight receipts, Force Majeure correspondence and notices, and any correspondence concerning Shipper's or Carrier's failure to perform which affects Shipper's entitlement to the contract rates, all of which shall be maintained by Carrier at its offices. Upon request from Carrier, Shipper shall promptly submit to Carrier information and documents sufficient to verify the quantity and nature of Cargo shipped under this Contract. Shipping documents provided by Shipper governing individual shipments under this Contract and all copies thereof should bear a notation showing the service Contract number of this Contract. The designation by Shipper of Cargo as Contract Cargo by affixing the Contract number on the shipping documents provided by Shipper shall be made at the time of the issuance of the Bill of Lading and shall be conclusive. This Contract shall remain enforceable even if Shipper or its agent fails to provide this information.

Carrier shall provide, or cause its designated technology provider to provide, EDI 315 ocean shipment status information and reports meeting Shipper's requirements and to cooperate in the development of electronic data sharing initiatives of Shipper.

20. INSPECTION OF THE GOODS

The Carrier and/or any person to whom Carrier has sub-contracted the carriage or any person authorized by Carrier shall be entitled, but is under no obligation, to open any Container or Package at any time and to inspect the Goods on reasonable suspicion of a condition of mis-loading or misclassification of Goods. If by order of the authorities at any place a Container must be opened for inspection, Carrier shall be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or repacking, solely to the extent such loss or damage arises from Carrier's wrongful actions or negligence in handling the Goods, and specifically excluding loss or damage resulting directly from the actions of such authorities or their agents or employees. Should Carrier need to open any Container, it shall first notify Shipper, and thereafter reseal the Container and place the new seal number on the bill of lading and promptly provide such seal number to Shipper. However, the replacement of the seal shall not act to limit Carrier's liability for loss or damage hereunder.

21. SURVEYS

In the event of a loss, damage or delay claim Carrier may conduct a marine survey, if desired, as soon as reasonably possible from the date of notice of a claim, Carrier may designate a representative to accompany the marine surveyor during the survey, but no Carrier's representative is required to be present during the survey. Carrier shall provide Shipper with a copy of the survey as soon as possible after its completion,

22. DANGEROUS GOODS

At the time of shipment of dangerous Goods, Shipper shall, in compliance with the regulations governing the carriage of such Goods, have the same properly packed, distinctly marked and labelled and notify Carrier in writing of their proper description, nature and the precautions to be taken.

23. NOTIFICATIONS AND DELIVERY

- A. Shipper is to be notified in writing of the arrival of the Goods and shall take commercially reasonable steps to take prompt delivery of the Goods.
- B. Refusal by Shipper to take delivery of the Goods within 30 days after receiving actual notice of the availability of the Goods being available for delivery, shall constitute a waiver by Shipper to Carrier of all and any claims whatsoever relating to the Goods or the Carriage. Shipper shall be liable for any direct losses, damages, expenses and liabilities incurred and sustained by Carrier arising from such refusal, including but not limited to, the return of the Goods to their place of origin.

24. INDEMNITY

- A. Subject to clause 25 hereunder, Carrier shall indemnify, defend and hold Shipper, its Affiliates and their respective officers, directors, employees, agents, subcontractors, and permitted assigns, harmless from and against all manner of liabilities, damages, fines, penalties, losses, costs and expenses (including reasonable attorneys' fees, settlements and judgments) that Shipper may incur as a consequence of claims being raised directly or indirectly against Shipper by any third party in respect of the personal injury to or death of any person (including, without limitation, injury to or death of employees of Carrier or Shipper), or loss of or damage to any property (including, without limitation, damage to property of each Party, except loss of or damage to Goods which is governed by the terms and conditions of the Bill of Lading) due to the Carrier's negligent acts or omissions, violation of law, material breach of this Contract, or those of its employees, personnel, subcontractors or agents occurring in connection with the performance of this Contract.
- B. Shipper agrees to indemnify, defend, and hold harmless Carrier, its officers, directors, agents, subcontractors, permitted assigns and employees against and from any and all damages, liabilities, fines, losses, costs and expenses (including reasonable attorneys' fees, settlements and judgments) that Carrier may incur as a consequence of claims being raised directly against Carrier by any third party due to Shipper's negligent acts or omissions, violation of law, material breach of this Contract, or those of its employees, personnel, subcontractors or agents occurring in connection with the performance of this Contract.
- C. The provisions of this Section shall survive the termination or expiration of this Contract.

25. BILL OF LADING PROVISIONS

The following Bill of Lading provisions, as modified and set forth below in this subsection, are incorporated to this Contract:

(1) CARRIER'S RESPONSIBILITY

(1)(a) Delivery to Customs or Port Authorities – Where any law or regulation applicable at the Port of Discharge or Place of Delivery provides that delivery of the Goods to the Shipper shall be effected by the customs or port authorities at the Port of Discharge or Place of Delivery, notwithstanding anything to the contrary herein, delivery of the Goods by the Carrier to such customs or port authorities shall be deemed to be lawful delivery of the Goods by the Carrier to the Shipper or Consignee and the Carrier shall not be liable for any loss of or damage to the Goods which occurs for any reason whatsoever, other than the fault of Carrier or as otherwise expressly provided herein, after delivery of the Goods by the Carrier to the customs or port authorities.

(2) COMPENSATION AND LIABILITY PROVISIONS

(2)(a) The Shipper agrees and acknowledges that the Carrier has no knowledge of the value of the Goods. Higher compensation for loss or damage than that provided for in this Contract may be claimed only when, with the written confirmation of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated by the Carrier in the box marked "Declared Value" on the front of a Bill of Lading and ad valorem charges paid. In that case, the amount of the Declared Value shall be substituted for the limits provided in this Contract. In such a case, any partial loss or damage shall be adjusted pro rata on the basis of such Declared Value.

(2)(b) When any claim is paid by the Carrier to the Shipper, the Carrier shall be automatically subrogated to all rights of the Shipper against any third party.

(3) SCOPE OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES

Except as provided expressly herein, including Section 10, the Carrier does not promise or undertake to load, carry or discharge the Goods on or by any particular Vessel, date or time, but shall use reasonable efforts to do so. In no event shall the Carrier be liable for consequential damages for any delay in scheduled departures or arrivals of any Vessel or other conveyances used to transport the Goods by sea or otherwise

(4) MERCHANT-PACKED CONTAINERS

If a Container has not been packed by or on behalf of the Carrier:

(4)(a) The shipper named on the Bill of Lading shall inspect the Container for suitability for carriage of the Goods before packing it

(4)(b) The Carrier shall not be liable for loss of or damage to the Goods caused by:

- (i) the manner in which the Goods have been packed, stowed, stuffed or secured in the Container, or
- (ii) the unsuitability of the Goods for carriage in the Container supplied or for carriage by Container between the Ports or Places specified herein, or
- (iii) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls thereof, provided that, if the Container has been supplied by or on behalf of the Carrier, this unsuitability or defective condition would have been apparent upon inspection by the shipper named on the Bill of Lading at or prior to the time when the Container was packed, or
- (iv) packing refrigerated Goods that are not properly pre-cooled to the correct temperature for carriage or before the refrigerated Container has been properly pre-cooled to the correct carrying temperature.

(4)(c) The shipper named on the Bill of Lading is responsible for the packing and sealing of all shipper-packed Containers. Carrier shall not be liable in respect of loss or damage arising from or caused by (i) the way seal was affixed or (ii) tampered seal.

(5) OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

(5)(a) Goods, whether packed in Containers or not, may be carried on deck or under deck without notice to the Shipper unless it is specifically stipulated on the front hereof that the Containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such on-deck carriage. Save as provided in clause

(5)(b) such Goods (except livestock) carried on or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of COGSA or any compulsorily applicable legislation and shall be carried subject to such Rules or Act, whichever is applicable Carrier acknowledges that all such Goods shall be properly stacked and secured against the reasonable effects of transit.

(5)(b) Goods which are out of gauge and/or are stowed on or in open top containers, flat racks or platforms, and which are stated on the front hereof to be carried on deck, and all livestock whether carried on deck or under deck, are carried without any responsibility whatsoever on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the carriage whether caused by unseaworthiness or negligence or any other cause whatsoever and the Hague Rules or the COGSA shall not apply.

26. INSURANCE

(a) Carrier warrants and represents that its vessels are entered for P&I cover with P&I Associations that are members of the International Group of P&I Clubs. Carrier will upon request provide proof of entry for a particular vessel. Carrier shall also carry such bonds or other insurance as may be required by federal, state or local laws or regulations. Carrier has other insurances as required, including Chassis insurance in the US.

(b) In addition, Carrier warrants and represents that its agent in the US has undertaken the following insurances with insurers rated at least A-, VII or higher:

- (i) Workers' Compensation, in accordance with applicable law and in statutory amounts.
- (ii) Employer's Liability Insurance— as per applicable policy limit.
- (iii) General Liability Insurance with a minimum limit of liability of not less than one million dollars (\$1,000,000) per occurrence providing coverage for bodily injury, property damage, advertising injury, and contractual liability.
- (iv) Business Automobile Liability with a minimum limit of one million dollars (\$1,000,000) combined single limit Bodily Injury and Property Damage
- (v) Carrier shall provide all insurance required herein so that all policies act and respond to any loss or liability of Carrier hereunder on a primary and non-contributory basis to any insurance held by Shipper. All insurance shall be written on an occurrence basis. The minimum coverage amounts set forth herein shall not act to limit or waive Carrier's liability hereunder. Shipper's failure to object to any lack of coverage, or deficiencies in such coverage, shall not act to limit or waive Carrier's obligation to secure any coverage set forth in this Agreement or required by applicable law and regulation. Carrier shall pay all premiums, self-insured retentions, and deductibles for any of its insurance, or any claims submitted under such insurance. Failure of Carrier's insurance provider to accept a claim or to make payment for or on behalf of Carrier, will not act, limit, waive, or otherwise eliminate Carrier's responsibility for such claim, nor will Carrier's insurer's denial of any claim be considered as a valid reason for denial by Carrier or a reason for Carrier to provide a denial.

Carrier shall take no action or violate any insurance policy in a manner that would limit, waive, or eliminate coverage in any way

27. NON-EXCLUSIVE CONTRACT

It is understood and agreed between the Parties hereto that this is a non-exclusive Contract, and that Carrier shall be free to accept Goods for transportation from shippers other than Shipper and that Shipper shall be free to tender Goods for transportation to carriers other than Carrier. Carrier acknowledges that, other than as is expressly provided for herein, Shipper has made no promises or guarantees of any type or kinds to the volume it will ship or to any revenue or profit to be attained by Carrier.

28. INDEPENDENT CONTRACTOR

- A. The Carrier shall perform the services hereunder as an independent Contractor and shall have exclusive control and direction of the persons operating equipment, loading or unloading, or otherwise engaged in providing services. The Carrier assumes full responsibility for the acts and omissions of such persons.
- B. The Shipper hereby certifies its status, and the status of all its Affiliates if any:
owner of the cargo.

29. ASSIGNMENT (NON-ASSIGNABILITY)

The rights and obligations of this Contract hereunder are personal to Carrier and Shipper and this Contract shall not be assignable or otherwise transferable by either Party, in whole or in part, without the written consent of the other Party, except that Shipper shall be entitled to assign or transfer this Contract to a parent or any Affiliate and Carrier shall be entitled to assign or transfer its receivables to any bank or lending institution so long as Carrier remains liable for the services hereunder, and such institution takes no action to prevent Shipper from getting the intended benefits of this Contract, without the other Party's written consent, such consent not to be unreasonably denied, delayed, or conditioned.

30. NOTICES

Notices hereunder shall be given by U.S. mail, postage prepaid via registered mail, return receipt requested, or by U.S. nationally recognized overnight courier, to the Parties at the following addresses:

To SHIPPER:

Bed Bath & Beyond Inc.
650 Liberty Avenue, Union, NJ 07083
United States of America
Attn: Sr. Vice President Supply Chain

and a copy to its General Counsel at the same address

To CARRIER:

Mediterranean Shipping Company (USA) Inc.
420, 5th Avenue
(At 37th Street) – 8th Floor
New York, N.Y. 10018-2702
United States of America
Attn: Ronald Milone

31. APPENDICES

Attached hereto and expressly made a part hereof are various appendices. Subsequent to the execution hereof by Shipper and Carrier, further addenda may be added hereto and shall also become a part hereof. Each addendum shall be executed by an authorized officer of each party and dated and sequentially numbered.

32. GOVERNING LAW

It is the intention of the Parties that the provisions of this Contract shall be construed and enforced according to the laws of the United States and the laws of the State of New York, without giving effect to any conflict of law provisions, to the extent that they are not inconsistent with applicable U.S. federal laws. Carrier consents to the exclusive jurisdiction of the United States District Court for the Southern District of New York, or the Supreme Court of the State of New York located in Manhattan, as applicable, and waives any objection or defense thereto including on the basis of personal jurisdiction or venue, or inconvenient forum.

33. CONFIDENTIALITY

As part of the business relationship between Carrier and Shipper, Carrier may be in or come into possession of information or data, which constitute trade secrets, know-how, confidential or proprietary information or are otherwise considered secret by Shipper (hereinafter called "Confidential Information"). In consideration of the receipt of such information and potential business, Carrier agrees to a) maintain such information in the utmost of confidence; b) share such Confidential Information only with its officers, employees, subcontractors, insurers, legal advisors, auditors and agents, only on a need-to-know basis, ensuring that they are bound in writing by terms of confidentiality substantially similar to these c) use such solely in connection with this business relationship with Shipper; and to take all measures necessary to protect such information. Notwithstanding the above, the obligations under this clause shall not apply to

- A. Information that, at the time of disclosure is, or after disclosure become part of the public domain other than as a consequence of a breach of this Contract.
- B. Information that was known to a Party prior to its disclosure to the other Party;
- C. Information that is independently developed by either Party without the use of any of the other Party's information.
- D. Information required to be disclosed by Carrier for a shipment transported by Carrier on a vessel operated by another ocean common carrier, provided that such other carrier agrees in writing to terms of confidentiality substantially similar to these; or

This clause 33 shall apply mutatis mutandis in favour of the Carrier.

Notwithstanding the above, Carrier shall have the right to provide information related to shipments made under this Contract to third parties, including customs, port authorities or any other supply chain intermediaries. Carrier may also provide such information to governmental authorities of proper jurisdiction pursuant to applicable law.

34. SEVERABILITY

If any phrase, clause, sentence, or other provision contained in this Contract violates any applicable statute, ordinance, rule or law, such phrase, clause, sentence or provision shall be ineffective to the extent of such violations without invalidating any other provision of this Contract.

35. ENTIRE CONTRACT

This Contract and the attached Appendices represent the entire understanding of the Parties on the subject matter herein and cannot be amended except in writing signed by both Parties. All prior discussions, understandings, negotiations, and contracts, whether oral or in writing, are superseded and made null and void by this Contract.

36. ESSENTIAL TERMS AND ITS PUBLICATION

The essential terms applicable to this Contract, as defined by law, have been summarized in the Appendices attached hereto, which will serve as the Essential Terms document to be published in tariff format and filed with the FMC by Carrier, if this Contract is subject to FMC jurisdiction.

37. C-TPAT COMPLIANCE:

The Parties agree to participate in and comply with the United States Customs Trade Partnership Against Terrorism ("C-TPAT") program and guidelines applicable to ocean carriers, importers and exporters... If either Party believes that it cannot comply with any initial or amended C-TPAT guidelines applicable to it, then it shall promptly inform the other Party of the particular guideline(s) that cannot be followed, and the Parties shall confer with each other to establish a reasonable period of time for the non-compliant Party becoming compliant with such guideline(s). If either Party is unable or unwilling to comply with the C-TPAT guidelines for their respective businesses within an acceptable period of time, which time period shall be determined within the compliant Party's sole discretion, then the compliant Party shall have the right to terminate this Contract immediately.

38. ETHICAL CONDUCT POLICY

It is the policy of Shipper, and its Affiliates specified in Appendix A (if any upon mutual agreement), to conduct all its business transactions in accordance with the highest ethical standards: No individual who is employed by or who represents Shipper is permitted to solicit, accept or pay any bribe, kickback or any other improper payment of money, products or services in exchange for (i) Shipper's execution of this Contract, (ii) any action taken by such individual on behalf of Shipper, or (iii) any action taken by Carrier. If any such improper actions are observed, please contact Shipper's Legal Department (Attention: General Counsel) at 908-688-0888 so that the incident may be fully investigated, and appropriate remedial action taken.

39. SANCTIONS

Each Party will comply in relation to this Contract with U.S. extraterritorial sanctions laws and any other applicable sanctions and export controls laws and regulations ("Sanctions Laws"). Each Party shall not cause the other Party to violate Sanctions Laws.

Each Party represents and warrants for itself that it is not a person listed on the Specially Designated Nationals and Blocked Persons List of the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), any other similar list maintained by the Council of the European Union and the State Secretariat for Economic Affairs of Switzerland or otherwise targeted by the Sanctions Laws, whether designated by name or by reason of being included in a class of persons ("Restricted Party").

The Shipper warrants that in relation to this Contract:

- i. no Restricted Party has an interest in any cargo or container shipped; and
- ii. no cargo or container shipped is subject to any restriction under Sanctions Laws

Carrier may refuse the Shipper's cargo if it has reasonable suspicion that the cargoes and/or containers are in breach of Sanctions Laws.

Either Party shall have the right to terminate this Contract with immediate effect and without any liability in case of breach of any Sanctions Laws by the other Party and without any further obligation.

40. SEAWAY BILL OF LADING

Carrier shall at request of Shipper, evidence shipments under the Contract by seaway bill of lading. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of the seaway bill of lading, the terms and conditions of the Contract shall prevail.

41. AMENDMENTS AND ELECTRONIC SIGNATURE

No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and executed on behalf of the Parties to this Agreement. The Parties agree that this Agreement or any amendments may be executed via DocuSign or similar e-signature mechanism by an authorized representative.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

Shipper: Bed Bath & Beyond Inc.

By:

Name: Juan Guerrero

Carrier: MSC Mediterranean Shipping Company SA

By:

Name:: Pasquale Formisano, Senior Vice President

APPENDICES

The following appendices are incorporated herein by reference and made a part hereof:

APPENDIX A –Affiliates

APPENDIX B - Rates and Services

APPENDIX C –Salvage Agreement

APPENDIX D - Essential Terms (To be Filed with FMC)

APPENDIX A – Affiliates

Liberty Procurement Co, Inc.
650 Liberty Avenue
Union, NJ 07083
United States

Buy Buy Baby
650 Liberty Avenue
Union, NJ 07083
United States

Harmon Face Values

Bed Bath & Beyond Canada LLC.

Bed Bath and Beyond Mexico.

Appendix B - Rates and Services

Appendix C
SALVAGE AGREEMENT

For valuable consideration received, SHIPPER and CARRIER agree as follows:

1. If any product has not been delivered and for which a claim has been filed is located or recovered by CARRIER, regardless of whether the claim has been paid, SHIPPER must be notified immediately.
2. No product for which a claim has been filed can be sold or otherwise transferred to a salvor, jobber or any third party without CARRIER first contacting SHIPPER and obtaining authorization when SHIPPER is the owner of the goods. Nor shall any such product or goods be passed to any of CARRIER's internal salvage procedures without such notice.
3. If SHIPPER authorizes passing such product to Salvage or to any third party, CARRIER will remove all price tags, labels, brands or trademarks identifying SHIPPER or which contain any of SHIPPER's trademarks (e.g., A Step Beyond, Beyond, Beyond Indulgence) prior to such transfer or salvage. CARRIER shall be compensated at the hourly billing rate for such work performed unless CARRIER was responsible for the damage incurred.
4. In any salvage on sale of SHIPPER's product, CARRIER shall contract to include the following terms as conditions of the contract and make commercially reasonable efforts to ensure compliance therewith:
 - (i) The SHIPPER's name shall not be used in any advertising or signage of any statement or phrase that might identify such product
 - (ii) Any goods to be passed to Salvage shall be prominently, permanently and incurably marked in such a way that their nature as salvage goods cannot be mistaken; that is, in such a state as to prevent such goods from being returned to SHIPPER's stores as customer purchase; and
 - (iii) SHIPPER expressly disclaims any and all warranties, express or implied, including, without limitation any warranties of merchantability, fitness for a particular purpose, or non-infringement of the intellectual property rights of a third party.
5. At the reasonable request of SHIPPER, CARRIER will destroy recovered goods where such goods represent a safety hazard to consumers.

ACCEPTED AND AGREED:

CARRIER: _____

Name: _____

Title: _____

Sensitivity: Internal

Sensitivity: Internal

APPENDIX D - ESSENTIAL TERMS (To be Filed with FMC)

ESSENTIAL TERMS

1. "Effective Date" and "Term": May 1, 2022 – ~~April 30, 2023~~ **22nd May 2023 (AMN 21)**
2. Name and address of Carrier: MSC Mediterranean Shipping Company SA – 12-14 Chemin Rieu, 1208 Geneva, Switzerland
3. Name and address of Shipper: Bed Bath & Beyond Inc. and its Affiliates, .650 Liberty Avenue, Union, NJ 07083, United States of America
4. Cargo Owner Certification: Pursuant to Federal Maritime Commission ("FMC") regulation 46 C.F.R. 530.6, Shipper, certifies its status as the Owner or Consignee of the cargo shipped hereunder.
Bed Bath & Beyond Inc. shall be under a continuing obligation to comply with all FMC requirements and to report to the Carrier any change in its status.
5. Origin Port Pairs (further detailed in Appendix B): India, Sri Lanka, Pakistan, Turkey, Egypt, China, Thailand, Indonesia, Cambodia, Vietnam, Korea, Taiwan, Malaysia, Singapore, Philippines
6. Destination Port Pairs (further detailed in Appendix B): United States
7. Minimum Quantity Commitment: ~~9,732 TEUs~~– **9874 TEUs (AMN 4)**
8. Commodities: General Department Store Merchandise in Mixed or Straight loads
9. Rates, Services and Related Terms: As set forth in Rates and Service Appendix (Appendix B).
10. Records:
All requests relating to the Federal Maritime Commission ("FMC") for records should be addressed to:
MSC Mediterranean Shipping Company SA, Att: Reto Giddey, +41 22 703 8888
12-14 Chemin Rieu, 1208 Geneva, Switzerland

With a copy to
Mediterranean Shipping Company (USA) Inc., Att: Paolo Magnani 420,
5th Avenue, New York, N.Y. 10018-270, United States
11. Affiliates: as per Appendix A

Amendment N° 21

Dated 11th April 2023

to the

OCEAN CARRIER AGREEMENT

22-418WW

dated 1st May, 2022

between

MSC Mediterranean Shipping Company SA

with its registered office at 12-14, Chemin Rieu,
1208 Geneva, Switzerland
("Carrier")

and

Bed Bath & Beyond Inc.

650 Liberty Avenue Union,
NJ 07083, United States of America
("Shipper")

(both hereinafter referred to as "the Parties")

This amendment (the "Amendment") is made by MSC Mediterranean Shipping Company S.A. and Bed Bath & Beyond Inc., parties to the **OCEAN CARRIER AGREEMENT** signed in 1st May 2021 ("the Agreement").

I. Section 41 is amended as follows:

- (a) No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and executed on behalf of the Parties to this Agreement. The Parties agree that this Agreement or any amendments may be executed via DocuSign or similar e-signature mechanism by an authorized representative.
- (b) Any amendments to the Agreement proposed by the Carrier may be entered into and signed by an e-mail confirming acceptance of the terms and conditions. When the Shipper has confirmed its acceptance of the amendment contained in or attached to the e-mail then the amendment shall become binding as if it had been signed in person by the Shipper.
- (c) The Carrier shall exercise reasonable care in its dealings and communications with the Shipper but is not otherwise obliged to verify or investigate the authority of the person signing by e-mail, or the authenticity of an e-mail signing an amendment that has apparently been sent by the Shipper.
- (d) Shipper hereby warrants that the person agreeing to the amendment has the authority to bind the Shipper.

II. Appendix B is amended as follows:

BED BATH & BEYOND INC. /MSC

STRICTLY CONFIDENTIAL

INDUS: Extended until 22-May-2023

Rate Agreement No.:	R83622030002938	Customer:	BED BATH AND BEYOND, INC.
SVC No:	22-418WW	Code:	US160599
Effective from:	01st May 2022	Address:	650 Liberty Avenue
Effective to:	30th April 2023 22nd May 2023 (AMN 21)		UNION, UNITED STATES
			NEW JERSEY
Scope MVC/TEUs:	2628 TEUS	ZIP/Postal code:	07083

FAR EAST TO USA (TEMP): Extended until 22-May-2023

(AMN 1)			
Rate Agreement No.:	R83622050001238	Customer:	BED BATH AND BEYOND, INC.
SVC No:	22-418WW-000	Code:	US160599
Effective from:	18th May 2022	Address:	650 Liberty Avenue
Effective to:	31st July 2022 31st August 2022 (AMN 4) 30th September 2022 (AMN 5) 31st December 2022 (AMN 7) 31st January 2023 (AMN 12) 28th February 2023 (AMN 14) 31st March 2023 (AMN 17) 30th April 2023 (AMN 19) 22nd May 2023 (AMN 21)		UNION, UNITED STATES
			NEW JERSEY
		ZIP/Postal code:	07083
Scope MVC/TEUs:	4 6502 TEUS (AMN 4)		

FAR EAST TO USA: Extended until 22-May-2023

Rate Agreement No.:	R83622030002924	Customer:	BED BATH AND BEYOND, INC.
SVC No:	22-418WW	Code:	US160599
Effective from:	01st May 2022	Address:	650 Liberty Avenue
Effective to:	30th April 2023 22nd May 2023 (AMN 21)		UNION, UNITED STATES
			NEW JERSEY
Scope MVC/TEUs:	6502 TEUS	ZIP/Postal code:	07083

RELAY: Extended until 22-May-2023

Rate Agreement No.:	R83622030003016	Customer:	BED BATH AND BEYOND, INC.
SVC No:	22-418WW	Code:	US160599
Effective from:	01st May 2022	Address:	650 Liberty Avenue
Effective to:	30th April 2023 22nd May 2023 (AMN 21)		UNION, UNITED STATES
			NEW JERSEY
Scope MVC/TEUs:	744 TEUS	ZIP/Postal code:	07083

Essential Terms

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

IN WITNESS of which this Amendment has been executed on the date appearing below.

BED BATH & BEYOND INC. /MSC

STRICTLY CONFIDENTIAL

Signatures

.....
For and on behalf of MSC Mediterranean
Shipping Company SA, by its duly authorised
agent MSC MEDITERRANEAN SHIPPING
COMPANY (USA) INC.
.....

Print name

.....
Position
.....

Date

.....
For and on behalf of Bed Bath & Beyond Inc.

Juan Guerrero

.....
Print name

.....
Position
SVP Supply Chain

.....
Date

BOL	Invoice Date	Outstanding amt#	TYPE
NYC1904005229T	5/22/2019	\$7,053.50	Detention
100000170339N	2/23/2021	\$700.00	Detention
100000170336N	2/27/2021	\$1,550.00	Detention
100000170337N	2/27/2021	\$1,550.00	Detention
100000170335N	2/27/2021	\$3,100.00	Detention
100000021173Z	3/12/2021	\$54.00	Chassis Per Diem
100000021174Z	3/12/2021	\$108.00	Chassis Per Diem
100000032684Z	4/13/2021	\$18.00	Chassis Per Diem
100000032680Z	4/13/2021	\$126.00	Chassis Per Diem
100000035063Z	4/16/2021	\$18.00	Chassis Per Diem
100000035067Z	4/16/2021	\$36.00	Chassis Per Diem
100000035061Z	4/16/2021	\$72.00	Chassis Per Diem
100000035062Z	4/16/2021	\$72.00	Chassis Per Diem
100000048659Z	5/25/2021	\$18.00	Chassis Per Diem
100000048657Z	5/25/2021	\$126.00	Chassis Per Diem
100000048658Z	5/25/2021	\$144.00	Chassis Per Diem
100000048660Z	5/25/2021	\$144.00	Chassis Per Diem
100000052418Z	6/2/2021	\$144.00	Chassis Per Diem
100000072300Z	7/12/2021	\$108.00	Chassis Per Diem
MEDUI2623458	8/17/2021	\$2,490.00	Freight
100000109902Z	9/29/2021	\$18.00	Chassis Per Diem
100000110712Z	9/30/2021	\$144.00	Chassis Per Diem
100000112495Z	10/4/2021	\$18.00	Chassis Per Diem
100000113875Z	10/6/2021	\$162.00	Chassis Per Diem
100000119573Z	10/12/2021	\$54.00	Chassis Per Diem
100000119525Z	10/12/2021	\$252.00	Chassis Per Diem
100000119526Z	10/12/2021	\$252.00	Chassis Per Diem
100000121882Z	10/18/2021	\$18.00	Chassis Per Diem
100000123768Z	10/21/2021	\$342.00	Chassis Per Diem
100000123767Z	10/21/2021	\$360.00	Chassis Per Diem
100000123769Z	10/21/2021	\$360.00	Chassis Per Diem
100000123841Z	10/21/2021	\$360.00	Chassis Per Diem
100000126683Z	10/25/2021	\$378.00	Chassis Per Diem
100000126684Z	10/25/2021	\$378.00	Chassis Per Diem
100000126685Z	10/25/2021	\$378.00	Chassis Per Diem
100000126623Z	10/25/2021	\$396.00	Chassis Per Diem
100000128277Z	10/30/2021	\$72.00	Chassis Per Diem
100000128279Z	10/30/2021	\$72.00	Chassis Per Diem
100000128274Z	10/30/2021	\$108.00	Chassis Per Diem
100000128107Z	10/30/2021	\$126.00	Chassis Per Diem
100000128280Z	10/30/2021	\$126.00	Chassis Per Diem
100000128978Z	11/3/2021	\$396.00	Chassis Per Diem
100000129078Z	11/3/2021	\$396.00	Chassis Per Diem
100000137867Z	11/10/2021	\$234.00	Chassis Per Diem
100000137992Z	11/10/2021	\$342.00	Chassis Per Diem
100000139265Z	11/11/2021	\$306.00	Chassis Per Diem

BOL	Invoice Date	Outstanding amt#	TYPE
100000140516Z	11/15/2021	\$252.00	Chassis Per Diem
100000140441Z	11/15/2021	\$306.00	Chassis Per Diem
100000141754Z	11/16/2021	\$360.00	Chassis Per Diem
100000141755Z	11/16/2021	\$360.00	Chassis Per Diem
100000142441Z	11/17/2021	\$288.00	Chassis Per Diem
100000142430Z	11/17/2021	\$468.00	Chassis Per Diem
100000143110Z	11/18/2021	\$360.00	Chassis Per Diem
MEDUMW599317	11/21/2021	\$2,000.00	Freight
100000144837Z	11/22/2021	\$324.00	Chassis Per Diem
100000144843Z	11/22/2021	\$324.00	Chassis Per Diem
100000144835Z	11/22/2021	\$342.00	Chassis Per Diem
100000144832Z	11/22/2021	\$378.00	Chassis Per Diem
100000144841Z	11/22/2021	\$396.00	Chassis Per Diem
100000144842Z	11/22/2021	\$396.00	Chassis Per Diem
100000144844Z	11/22/2021	\$450.00	Chassis Per Diem
100000147374Z	11/26/2021	\$396.00	Chassis Per Diem
100000146911Z	11/26/2021	\$450.00	Chassis Per Diem
100000148247Z	11/29/2021	\$324.00	Chassis Per Diem
100000147556Z	11/29/2021	\$432.00	Chassis Per Diem
100000149228Z	11/30/2021	\$342.00	Chassis Per Diem
100000149022Z	11/30/2021	\$378.00	Chassis Per Diem
100000150381Z	12/2/2021	\$400.00	Chassis Per Diem
100000150293Z	12/2/2021	\$432.00	Chassis Per Diem
100000151513Z	12/3/2021	\$250.00	Chassis Per Diem
100000151370Z	12/3/2021	\$400.00	Chassis Per Diem
100000152641Z	12/6/2021	\$300.00	Chassis Per Diem
100000153449Z	12/7/2021	\$325.00	Chassis Per Diem
100000154346Z	12/8/2021	\$300.00	Chassis Per Diem
100000155023Z	12/9/2021	\$375.00	Chassis Per Diem
100000155196Z	12/10/2021	\$560.00	Chassis Per Diem
100000155197Z	12/10/2021	\$576.00	Chassis Per Diem
100000157404Z	12/14/2021	\$702.00	Chassis Per Diem
100000159758Z	12/20/2021	\$250.00	Chassis Per Diem
100000161397Z	12/21/2021	\$216.00	Chassis Per Diem
100000161709Z	12/21/2021	\$300.00	Chassis Per Diem
100000161621Z	12/21/2021	\$350.00	Chassis Per Diem
100000162350Z	12/22/2021	\$200.00	Chassis Per Diem
100000162078Z	12/22/2021	\$234.00	Chassis Per Diem
100000162356Z	12/22/2021	\$250.00	Chassis Per Diem
100000162987Z	12/23/2021	\$425.00	Chassis Per Diem
100000163297Z	12/28/2021	\$198.00	Chassis Per Diem
100000165998Z	1/4/2022	\$275.00	Chassis Per Diem
100000165828Z	1/4/2022	\$500.00	Chassis Per Diem
100000165717Z	1/4/2022	\$550.00	Chassis Per Diem
100000167713Z	1/7/2022	\$425.00	Chassis Per Diem
100000167474Z	1/7/2022	\$750.00	Chassis Per Diem

BOL	Invoice Date	Outstanding amt#	TYPE
100000168544Z	1/10/2022	\$475.00	Chassis Per Diem
100000169083Z	1/13/2022	\$725.00	Chassis Per Diem
100000169082Z	1/13/2022	\$750.00	Chassis Per Diem
100000170249Z	1/14/2022	\$550.00	Chassis Per Diem
100000173599Z	1/21/2022	\$550.00	Chassis Per Diem
100000173600Z	1/21/2022	\$675.00	Chassis Per Diem
100000173604Z	1/21/2022	\$700.00	Chassis Per Diem
100000173605Z	1/21/2022	\$700.00	Chassis Per Diem
100000172729Z	1/21/2022	\$725.00	Chassis Per Diem
100000172732Z	1/21/2022	\$750.00	Chassis Per Diem
100000173231Z	1/21/2022	\$1,314.00	Chassis Per Diem
100000174690Z	1/24/2022	\$250.00	Chassis Per Diem
100000174427Z	1/24/2022	\$575.00	Chassis Per Diem
100000174437Z	1/24/2022	\$625.00	Chassis Per Diem
100000180330Z	1/25/2022	\$300.00	Chassis Per Diem
100000181015Z	1/25/2022	\$1,458.00	Chassis Per Diem
100000181658Z	1/26/2022	\$774.00	Chassis Per Diem
100000182417Z	1/28/2022	\$1,100.00	Chassis Per Diem
100000187664Z	2/1/2022	\$450.00	Chassis Per Diem
100000187428Z	2/1/2022	\$1,500.00	Chassis Per Diem
100000188331Z	2/2/2022	\$125.00	Chassis Per Diem
100000189945Z	2/8/2022	\$100.00	Chassis Per Diem
100000189935Z	2/8/2022	\$125.00	Chassis Per Diem
100000189948Z	2/8/2022	\$150.00	Chassis Per Diem
100000189925Z	2/8/2022	\$175.00	Chassis Per Diem
100000190241Z	2/8/2022	\$325.00	Chassis Per Diem
100000190243Z	2/8/2022	\$375.00	Chassis Per Diem
100000190245Z	2/8/2022	\$450.00	Chassis Per Diem
100000189995Z	2/8/2022	\$475.00	Chassis Per Diem
100000195483Z	2/15/2022	\$126.00	Chassis Per Diem
100000196727Z	2/15/2022	\$200.00	Chassis Per Diem
100000196590Z	2/15/2022	\$225.00	Chassis Per Diem
100000196595Z	2/15/2022	\$250.00	Chassis Per Diem
100000196748Z	2/15/2022	\$275.00	Chassis Per Diem
100000195686Z	2/15/2022	\$325.00	Chassis Per Diem
100000196027Z	2/15/2022	\$375.00	Chassis Per Diem
100000195482Z	2/15/2022	\$378.00	Chassis Per Diem
100000196028Z	2/15/2022	\$425.00	Chassis Per Diem
100000196029Z	2/15/2022	\$525.00	Chassis Per Diem
100000196030Z	2/15/2022	\$550.00	Chassis Per Diem
100000197074Z	2/17/2022	\$72.00	Chassis Per Diem
100000197075Z	2/17/2022	\$108.00	Chassis Per Diem
100000197718Z	2/17/2022	\$125.00	Chassis Per Diem
100000197717Z	2/17/2022	\$150.00	Chassis Per Diem
100000197719Z	2/17/2022	\$150.00	Chassis Per Diem
100000197708Z	2/17/2022	\$175.00	Chassis Per Diem

BOL	Invoice Date	Outstanding amt#	TYPE
100000197638Z	2/17/2022	\$300.00	Chassis Per Diem
100000200899Z	2/18/2022	\$125.00	Chassis Per Diem
100000200911Z	2/18/2022	\$175.00	Chassis Per Diem
100000200820Z	2/18/2022	\$350.00	Chassis Per Diem
100000201183Z	2/21/2022	\$54.00	Chassis Per Diem
100000201182Z	2/21/2022	\$198.00	Chassis Per Diem
100000201712Z	2/21/2022	\$275.00	Chassis Per Diem
100000203207Z	2/22/2022	\$375.00	Chassis Per Diem
100000203499Z	2/23/2022	\$234.00	Chassis Per Diem
100000204013Z	2/23/2022	\$325.00	Chassis Per Diem
100000203356Z	2/23/2022	\$342.00	Chassis Per Diem
100000204254Z	2/24/2022	\$162.00	Chassis Per Diem
100000204228Z	2/24/2022	\$252.00	Chassis Per Diem
100000204857Z	2/24/2022	\$350.00	Chassis Per Diem
100000204234Z	2/24/2022	\$360.00	Chassis Per Diem
100000204781Z	2/24/2022	\$550.00	Chassis Per Diem
100000204724Z	2/24/2022	\$600.00	Chassis Per Diem
100000205126Z	2/25/2022	\$270.00	Chassis Per Diem
100000206425Z	2/28/2022	\$375.00	Chassis Per Diem
100000208617Z	3/2/2022	\$400.00	Chassis Per Diem
100000210339Z	3/8/2022	\$25.00	Chassis Per Diem
100000210333Z	3/8/2022	\$50.00	Chassis Per Diem
100000210153Z	3/8/2022	\$175.00	Chassis Per Diem
100000210180Z	3/8/2022	\$175.00	Chassis Per Diem
100000210146Z	3/8/2022	\$200.00	Chassis Per Diem
100000210162Z	3/8/2022	\$200.00	Chassis Per Diem
100000216910Z	3/22/2022	\$125.00	Chassis Per Diem
100000216906Z	3/22/2022	\$175.00	Chassis Per Diem
100000216909Z	3/22/2022	\$175.00	Chassis Per Diem
100000216925Z	3/22/2022	\$175.00	Chassis Per Diem
100000216525Z	3/22/2022	\$200.00	Chassis Per Diem
100000216757Z	3/22/2022	\$200.00	Chassis Per Diem
100000216947Z	3/22/2022	\$200.00	Chassis Per Diem
100000216752Z	3/22/2022	\$375.00	Chassis Per Diem
100000216749Z	3/22/2022	\$475.00	Chassis Per Diem
100000216765Z	3/22/2022	\$500.00	Chassis Per Diem
100000216313Z	3/22/2022	\$1,602.00	Chassis Per Diem
100000223641Z	3/28/2022	\$200.00	Chassis Per Diem
100000223648Z	3/28/2022	\$200.00	Chassis Per Diem
100000223669Z	3/28/2022	\$200.00	Chassis Per Diem
100000223650Z	3/28/2022	\$225.00	Chassis Per Diem
100000223656Z	3/28/2022	\$225.00	Chassis Per Diem
100000223599Z	3/28/2022	\$400.00	Chassis Per Diem
100000223512Z	3/28/2022	\$525.00	Chassis Per Diem
100000223513Z	3/28/2022	\$675.00	Chassis Per Diem
100000223501Z	3/28/2022	\$1,600.00	Chassis Per Diem

BOL	Invoice Date	Outstanding amt#	TYPE
100000223099Z	3/28/2022	\$2,350.00	Chassis Per Diem
100000226032Z	3/29/2022	\$25.00	Chassis Per Diem
100000226029Z	3/29/2022	\$50.00	Chassis Per Diem
100000225562Z	3/29/2022	\$75.00	Chassis Per Diem
100000225616Z	3/29/2022	\$75.00	Chassis Per Diem
100000225617Z	3/29/2022	\$75.00	Chassis Per Diem
100000226039Z	3/29/2022	\$75.00	Chassis Per Diem
100000225649Z	3/29/2022	\$100.00	Chassis Per Diem
100000225619Z	3/29/2022	\$125.00	Chassis Per Diem
100000226027Z	3/29/2022	\$125.00	Chassis Per Diem
100000225615Z	3/29/2022	\$150.00	Chassis Per Diem
100000225892Z	3/29/2022	\$150.00	Chassis Per Diem
100000227547Z	3/30/2022	\$750.00	Chassis Per Diem
100000228812Z	3/31/2022	\$75.00	Chassis Per Diem
100000228813Z	3/31/2022	\$75.00	Chassis Per Diem
100000228815Z	3/31/2022	\$125.00	Chassis Per Diem
100000417139Z	4/4/2022	\$350.00	Chassis Per Diem
100000230553Z	4/4/2022	\$425.00	Chassis Per Diem
100000417138Z	4/4/2022	\$550.00	Chassis Per Diem
100000417137Z	4/12/2022	\$450.00	Chassis Per Diem
100000225316R	4/14/2022	\$2,190.00	Rail Detention
100000225318R	4/14/2022	\$3,165.00	Rail Detention
100000225320R	4/14/2022	\$3,945.00	Rail Detention
100000225325R	4/14/2022	\$5,115.00	Rail Detention
100000225275R	4/14/2022	\$6,525.00	Rail Detention
100000225317R	4/14/2022	\$7,500.00	Rail Detention
100000225321R	4/14/2022	\$13,785.00	Rail Detention
100000417136Z	4/18/2022	\$25.00	Chassis Per Diem
100000417135Z	4/18/2022	\$250.00	Chassis Per Diem
100000417134Z	4/28/2022	\$450.00	Chassis Per Diem
100000417133Z	5/2/2022	\$325.00	Chassis Per Diem
100000252871Z	5/4/2022	\$225.00	Chassis Per Diem
100000417131Z	5/5/2022	\$675.00	Chassis Per Diem
100000417132Z	5/5/2022	\$675.00	Chassis Per Diem
100000256395Z	5/9/2022	\$400.00	Chassis Per Diem
100000259473Z	5/11/2022	\$375.00	Chassis Per Diem
100000417130Z	5/16/2022	\$900.00	Chassis Per Diem
100000417123Z	5/17/2022	\$175.00	Chassis Per Diem
100000417129Z	5/23/2022	\$280.00	Chassis Per Diem
100000417128Z	5/31/2022	\$455.00	Chassis Per Diem
MEDUTE942387	6/5/2022	\$2,976.00	Freight
100000417121Z	6/9/2022	\$35.00	Chassis Per Diem
100000417122Z	6/9/2022	\$70.00	Chassis Per Diem
100000285986Z	6/15/2022	\$70.00	Chassis Per Diem
100000417127Z	7/1/2022	\$665.00	Chassis Per Diem
100000417126Z	7/1/2022	\$840.00	Chassis Per Diem

BOL	Invoice Date	Outstanding amt#	TYPE
100000417120Z	7/5/2022	\$140.00	Chassis Per Diem
100000298523Z	7/8/2022	\$35.00	Chassis Per Diem
100000298649Z	7/8/2022	\$35.00	Chassis Per Diem
100000298709Z	7/8/2022	\$35.00	Chassis Per Diem
100000298858Z	7/8/2022	\$35.00	Chassis Per Diem
100000298931Z	7/8/2022	\$35.00	Chassis Per Diem
100000298859Z	7/8/2022	\$70.00	Chassis Per Diem
100000298685Z	7/8/2022	\$105.00	Chassis Per Diem
100000298705Z	7/8/2022	\$105.00	Chassis Per Diem
100000298861Z	7/8/2022	\$105.00	Chassis Per Diem
100000298233Z	7/8/2022	\$140.00	Chassis Per Diem
100000298692Z	7/8/2022	\$175.00	Chassis Per Diem
100000417125Z	7/8/2022	\$630.00	Chassis Per Diem
100000305970Z	7/19/2022	\$35.00	Chassis Per Diem
100000407192Z	7/19/2022	\$35.00	Chassis Per Diem
100000306149Z	7/19/2022	\$70.00	Chassis Per Diem
100000305969Z	7/19/2022	\$105.00	Chassis Per Diem
100000306152Z	7/19/2022	\$105.00	Chassis Per Diem
100000306293Z	7/19/2022	\$175.00	Chassis Per Diem
100000306288Z	7/19/2022	\$385.00	Chassis Per Diem
100000306181Z	7/19/2022	\$455.00	Chassis Per Diem
100000306207Z	7/19/2022	\$1,225.00	Chassis Per Diem
100000306209Z	7/19/2022	\$1,365.00	Chassis Per Diem
100000417118Z	7/19/2022	\$1,750.00	Chassis Per Diem
100000417119Z	7/19/2022	\$1,750.00	Chassis Per Diem
100000263653R	7/20/2022	\$495.00	Rail Detention
100000307194Z	7/20/2022	\$210.00	Chassis Per Diem
100000309476Z	7/21/2022	\$420.00	Chassis Per Diem
100000309466Z	7/21/2022	\$455.00	Chassis Per Diem
100000311851Z	7/22/2022	\$70.00	Chassis Per Diem
100000312252Z	7/22/2022	\$175.00	Chassis Per Diem
100000311856Z	7/22/2022	\$210.00	Chassis Per Diem
100000417124Z	7/22/2022	\$2,525.00	Chassis Per Diem
100000315251Z	7/26/2022	\$140.00	Chassis Per Diem
100000315367Z	7/26/2022	\$140.00	Chassis Per Diem
100000315368Z	7/26/2022	\$140.00	Chassis Per Diem
100000315249Z	7/26/2022	\$175.00	Chassis Per Diem
100000314806Z	7/26/2022	\$210.00	Chassis Per Diem
100000315122Z	7/26/2022	\$1,645.00	Chassis Per Diem
100000417117Z	7/26/2022	\$2,065.00	Chassis Per Diem
100000265287R	7/27/2022	\$660.00	Rail Detention
100000265444R	7/27/2022	\$660.00	Rail Detention
100000265553R	7/27/2022	\$1,215.00	Rail Detention
100000265517R	7/27/2022	\$1,410.00	Rail Detention
100000265522R	7/27/2022	\$1,410.00	Rail Detention
100000416035Z	7/28/2022	\$35.00	Chassis Per Diem

BOL	Invoice Date	Outstanding amt#	TYPE
100000317239Z	7/28/2022	\$210.00	Chassis Per Diem
100000317354Z	7/28/2022	\$280.00	Chassis Per Diem
100000417116Z	7/28/2022	\$2,240.00	Chassis Per Diem
100000266296R	7/29/2022	\$660.00	Rail Detention
100000266298R	7/29/2022	\$660.00	Rail Detention
100000266455R	7/29/2022	\$660.00	Rail Detention
100000266297R	7/29/2022	\$825.00	Rail Detention
100000266367R	7/29/2022	\$1,215.00	Rail Detention
100000267983R	8/3/2022	\$825.00	Rail Detention
100000267985R	8/3/2022	\$1,650.00	Rail Detention
100000267984R	8/3/2022	\$2,235.00	Rail Detention
100000321158Z	8/3/2022	\$35.00	Chassis Per Diem
100000321593Z	8/3/2022	\$35.00	Chassis Per Diem
100000321634Z	8/3/2022	\$35.00	Chassis Per Diem
100000419571Z	8/3/2022	\$35.00	Chassis Per Diem
100000419572Z	8/3/2022	\$35.00	Chassis Per Diem
100000321430Z	8/3/2022	\$105.00	Chassis Per Diem
100000419573Z	8/3/2022	\$105.00	Chassis Per Diem
100000321407Z	8/3/2022	\$140.00	Chassis Per Diem
100000321715Z	8/3/2022	\$140.00	Chassis Per Diem
100000321716Z	8/3/2022	\$210.00	Chassis Per Diem
100000321178Z	8/3/2022	\$245.00	Chassis Per Diem
100000321286Z	8/3/2022	\$245.00	Chassis Per Diem
100000321314Z	8/3/2022	\$245.00	Chassis Per Diem
100000321660Z	8/3/2022	\$245.00	Chassis Per Diem
100000321661Z	8/3/2022	\$245.00	Chassis Per Diem
100000321318Z	8/3/2022	\$280.00	Chassis Per Diem
100000321632Z	8/3/2022	\$280.00	Chassis Per Diem
100000321163Z	8/3/2022	\$315.00	Chassis Per Diem
100000321800Z	8/3/2022	\$315.00	Chassis Per Diem
100000321251Z	8/3/2022	\$350.00	Chassis Per Diem
100000321317Z	8/3/2022	\$455.00	Chassis Per Diem
100000322088Z	8/8/2022	\$35.00	Chassis Per Diem
100000322270Z	8/8/2022	\$315.00	Chassis Per Diem
100000270660R	8/10/2022	\$165.00	Rail Detention
100000270751R	8/10/2022	\$165.00	Rail Detention
100000270661R	8/10/2022	\$330.00	Rail Detention
100000326830Z	8/11/2022	\$35.00	Chassis Per Diem
100000326835Z	8/11/2022	\$35.00	Chassis Per Diem
100000326928Z	8/11/2022	\$35.00	Chassis Per Diem
100000326439Z	8/11/2022	\$70.00	Chassis Per Diem
100000326703Z	8/11/2022	\$70.00	Chassis Per Diem
100000326744Z	8/11/2022	\$70.00	Chassis Per Diem
100000326831Z	8/11/2022	\$70.00	Chassis Per Diem
100000326832Z	8/11/2022	\$70.00	Chassis Per Diem
100000326679Z	8/11/2022	\$105.00	Chassis Per Diem

BOL	Invoice Date	Outstanding amt#	TYPE
100000326747Z	8/11/2022	\$105.00	Chassis Per Diem
100000326748Z	8/11/2022	\$140.00	Chassis Per Diem
100000326927Z	8/11/2022	\$140.00	Chassis Per Diem
100000326883Z	8/11/2022	\$210.00	Chassis Per Diem
100000445806Z	8/11/2022	\$210.00	Chassis Per Diem
100000326568Z	8/11/2022	\$245.00	Chassis Per Diem
100000326680Z	8/11/2022	\$245.00	Chassis Per Diem
100000326704Z	8/11/2022	\$245.00	Chassis Per Diem
100000326882Z	8/11/2022	\$245.00	Chassis Per Diem
100000326918Z	8/11/2022	\$245.00	Chassis Per Diem
100000368154Z	8/11/2022	\$245.00	Chassis Per Diem
100000382548Z	8/11/2022	\$245.00	Chassis Per Diem
100000429490Z	8/11/2022	\$245.00	Chassis Per Diem
100000326498Z	8/11/2022	\$280.00	Chassis Per Diem
100000326685Z	8/11/2022	\$280.00	Chassis Per Diem
100000326737Z	8/11/2022	\$280.00	Chassis Per Diem
100000326443Z	8/11/2022	\$315.00	Chassis Per Diem
100000326444Z	8/11/2022	\$315.00	Chassis Per Diem
100000326729Z	8/11/2022	\$315.00	Chassis Per Diem
100000326745Z	8/11/2022	\$315.00	Chassis Per Diem
100000326566Z	8/11/2022	\$350.00	Chassis Per Diem
100000326445Z	8/11/2022	\$455.00	Chassis Per Diem
100000329126Z	8/12/2022	\$35.00	Chassis Per Diem
100000328672Z	8/12/2022	\$105.00	Chassis Per Diem
100000329120Z	8/12/2022	\$210.00	Chassis Per Diem
100000328890Z	8/12/2022	\$245.00	Chassis Per Diem
100000328515Z	8/12/2022	\$280.00	Chassis Per Diem
100000328673Z	8/12/2022	\$280.00	Chassis Per Diem
100000329787Z	8/12/2022	\$315.00	Chassis Per Diem
100000331265Z	8/16/2022	\$35.00	Chassis Per Diem
100000330849Z	8/16/2022	\$105.00	Chassis Per Diem
100000331204Z	8/16/2022	\$105.00	Chassis Per Diem
100000350662Z	8/16/2022	\$105.00	Chassis Per Diem
100000331267Z	8/16/2022	\$140.00	Chassis Per Diem
100000359538Z	8/16/2022	\$140.00	Chassis Per Diem
100000350663Z	8/16/2022	\$245.00	Chassis Per Diem
100000330912Z	8/16/2022	\$280.00	Chassis Per Diem
100000331056Z	8/16/2022	\$280.00	Chassis Per Diem
100000331063Z	8/16/2022	\$490.00	Chassis Per Diem
100000332156Z	8/17/2022	\$490.00	Chassis Per Diem
100000332195Z	8/17/2022	\$630.00	Chassis Per Diem
100000334410Z	8/18/2022	\$490.00	Chassis Per Diem
100000334525Z	8/18/2022	\$490.00	Chassis Per Diem
100000334431Z	8/18/2022	\$525.00	Chassis Per Diem
100000334833Z	8/19/2022	\$70.00	Chassis Per Diem
100000334975Z	8/19/2022	\$70.00	Chassis Per Diem

BOL	Invoice Date	Outstanding amt#	TYPE
100000334760Z	8/19/2022	\$140.00	Chassis Per Diem
100000334834Z	8/19/2022	\$210.00	Chassis Per Diem
100000334837Z	8/19/2022	\$245.00	Chassis Per Diem
100000336581Z	8/23/2022	\$35.00	Chassis Per Diem
100000336109Z	8/23/2022	\$70.00	Chassis Per Diem
100000336577Z	8/23/2022	\$105.00	Chassis Per Diem
1000003368152Z	8/23/2022	\$210.00	Chassis Per Diem
100000442099Z	8/23/2022	\$210.00	Chassis Per Diem
100000336222Z	8/23/2022	\$245.00	Chassis Per Diem
100000336376Z	8/23/2022	\$245.00	Chassis Per Diem
100000336550Z	8/23/2022	\$350.00	Chassis Per Diem
100000407182Z	8/24/2022	\$210.00	Chassis Per Diem
100000338449Z	8/24/2022	\$525.00	Chassis Per Diem
100000338671Z	8/24/2022	\$525.00	Chassis Per Diem
100000338903Z	8/25/2022	\$140.00	Chassis Per Diem
100000338904Z	8/25/2022	\$140.00	Chassis Per Diem
100000338901Z	8/25/2022	\$175.00	Chassis Per Diem
100000338902Z	8/25/2022	\$175.00	Chassis Per Diem
100000343845Z	8/26/2022	\$245.00	Chassis Per Diem
100000339910Z	8/26/2022	\$280.00	Chassis Per Diem
100000340256Z	8/26/2022	\$630.00	Chassis Per Diem
100000339865Z	8/26/2022	\$1,015.00	Chassis Per Diem
100000341360Z	8/29/2022	\$70.00	Chassis Per Diem
100000341367Z	8/29/2022	\$105.00	Chassis Per Diem
100000341414Z	8/29/2022	\$315.00	Chassis Per Diem
100000342650Z	8/30/2022	\$210.00	Chassis Per Diem
100000342594Z	8/30/2022	\$385.00	Chassis Per Diem
100000344130Z	9/1/2022	\$35.00	Chassis Per Diem
100000344209Z	9/1/2022	\$70.00	Chassis Per Diem
100000344176Z	9/1/2022	\$210.00	Chassis Per Diem
100000344038Z	9/1/2022	\$245.00	Chassis Per Diem
100000373046Z	9/1/2022	\$245.00	Chassis Per Diem
100000344108Z	9/1/2022	\$280.00	Chassis Per Diem
100000344069Z	9/1/2022	\$420.00	Chassis Per Diem
100000345789Z	9/2/2022	\$315.00	Chassis Per Diem
100000345792Z	9/2/2022	\$350.00	Chassis Per Diem
100000345791Z	9/2/2022	\$385.00	Chassis Per Diem
100000345811Z	9/2/2022	\$525.00	Chassis Per Diem
100000345775Z	9/2/2022	\$840.00	Chassis Per Diem
100000347526Z	9/7/2022	\$70.00	Chassis Per Diem
100000351020Z	9/13/2022	\$105.00	Chassis Per Diem
100000351021Z	9/13/2022	\$105.00	Chassis Per Diem
100000351082Z	9/13/2022	\$140.00	Chassis Per Diem
100000351315Z	9/13/2022	\$175.00	Chassis Per Diem
100000351095Z	9/13/2022	\$210.00	Chassis Per Diem
100000351101Z	9/13/2022	\$210.00	Chassis Per Diem

BOL	Invoice Date	Outstanding amt#	TYPE
100000351317Z	9/13/2022	\$210.00	Chassis Per Diem
100000351103Z	9/13/2022	\$245.00	Chassis Per Diem
100000350938Z	9/13/2022	\$350.00	Chassis Per Diem
100000351096Z	9/13/2022	\$385.00	Chassis Per Diem
100000350905Z	9/13/2022	\$455.00	Chassis Per Diem
100000350949Z	9/13/2022	\$455.00	Chassis Per Diem
100000350975Z	9/13/2022	\$560.00	Chassis Per Diem
100000350844Z	9/13/2022	\$595.00	Chassis Per Diem
100000351014Z	9/13/2022	\$665.00	Chassis Per Diem
100000350843Z	9/13/2022	\$700.00	Chassis Per Diem
100000350755Z	9/13/2022	\$910.00	Chassis Per Diem
100000350960Z	9/13/2022	\$1,015.00	Chassis Per Diem
100000351287Z	9/13/2022	\$1,190.00	Chassis Per Diem
100000350801Z	9/13/2022	\$1,225.00	Chassis Per Diem
100000350802Z	9/13/2022	\$1,260.00	Chassis Per Diem
100000350803Z	9/13/2022	\$1,260.00	Chassis Per Diem
100000350804Z	9/13/2022	\$1,260.00	Chassis Per Diem
MEDUI9705704	9/14/2022	\$625.00	Freight
100000353787Z	9/14/2022	\$35.00	Chassis Per Diem
100000353896Z	9/14/2022	\$245.00	Chassis Per Diem
100000355625Z	9/15/2022	\$1,470.00	Chassis Per Diem
100000355965Z	9/15/2022	\$1,470.00	Chassis Per Diem
MEDUVE684356	9/17/2022	\$250.00	Freight
100000357805Z	9/20/2022	\$35.00	Chassis Per Diem
100000357807Z	9/20/2022	\$35.00	Chassis Per Diem
100000357900Z	9/20/2022	\$35.00	Chassis Per Diem
100000357803Z	9/20/2022	\$105.00	Chassis Per Diem
100000357730Z	9/20/2022	\$455.00	Chassis Per Diem
100000357754Z	9/20/2022	\$665.00	Chassis Per Diem
100000357758Z	9/20/2022	\$665.00	Chassis Per Diem
100000357755Z	9/20/2022	\$735.00	Chassis Per Diem
100000357759Z	9/20/2022	\$735.00	Chassis Per Diem
100000357756Z	9/20/2022	\$770.00	Chassis Per Diem
100000357834Z	9/20/2022	\$770.00	Chassis Per Diem
100000357858Z	9/20/2022	\$840.00	Chassis Per Diem
100000357724Z	9/20/2022	\$1,505.00	Chassis Per Diem
100000359612Z	9/21/2022	\$770.00	Chassis Per Diem
100000359485Z	9/21/2022	\$980.00	Chassis Per Diem
100000359026Z	9/21/2022	\$1,365.00	Chassis Per Diem
100000359867Z	9/21/2022	\$1,400.00	Chassis Per Diem
100000360576Z	9/22/2022	\$35.00	Chassis Per Diem
100000360569Z	9/22/2022	\$70.00	Chassis Per Diem
100000360732Z	9/22/2022	\$105.00	Chassis Per Diem
100000360736Z	9/22/2022	\$245.00	Chassis Per Diem
100000360511Z	9/22/2022	\$1,260.00	Chassis Per Diem
100000360493Z	9/22/2022	\$1,470.00	Chassis Per Diem

BOL	Invoice Date	Outstanding amt#	TYPE
100000361749Z	9/23/2022	\$175.00	Chassis Per Diem
100000361756Z	9/23/2022	\$175.00	Chassis Per Diem
100000361938Z	9/23/2022	\$210.00	Chassis Per Diem
100000361751Z	9/23/2022	\$245.00	Chassis Per Diem
100000361655Z	9/23/2022	\$1,715.00	Chassis Per Diem
100000362938Z	9/26/2022	\$700.00	Chassis Per Diem
MEDUPV406558	9/27/2022	\$30,867.00	Freight
MEDUMF539362	9/29/2022	\$22,014.00	Freight
100000364201Z	9/29/2022	\$70.00	Chassis Per Diem
100000364532Z	9/29/2022	\$70.00	Chassis Per Diem
100000368137Z	9/29/2022	\$70.00	Chassis Per Diem
100000364238Z	9/29/2022	\$175.00	Chassis Per Diem
100000364375Z	9/29/2022	\$175.00	Chassis Per Diem
100000364562Z	9/29/2022	\$245.00	Chassis Per Diem
100000365496Z	9/29/2022	\$280.00	Chassis Per Diem
100000364283Z	9/29/2022	\$420.00	Chassis Per Diem
100000364289Z	9/29/2022	\$420.00	Chassis Per Diem
100000365505Z	9/29/2022	\$455.00	Chassis Per Diem
100000364542Z	9/29/2022	\$875.00	Chassis Per Diem
100000364196Z	9/29/2022	\$1,015.00	Chassis Per Diem
100000364198Z	9/29/2022	\$1,155.00	Chassis Per Diem
100000364141Z	9/29/2022	\$1,435.00	Chassis Per Diem
100000364229Z	9/29/2022	\$1,435.00	Chassis Per Diem
100000364106Z	9/29/2022	\$1,925.00	Chassis Per Diem
100000364137Z	9/29/2022	\$2,030.00	Chassis Per Diem
100000365927Z	9/30/2022	\$105.00	Chassis Per Diem
100000365929Z	9/30/2022	\$105.00	Chassis Per Diem
100000373028Z	9/30/2022	\$140.00	Chassis Per Diem
100000365933Z	9/30/2022	\$210.00	Chassis Per Diem
100000365808Z	9/30/2022	\$455.00	Chassis Per Diem
100000373029Z	9/30/2022	\$525.00	Chassis Per Diem
100000368177Z	10/5/2022	\$140.00	Chassis Per Diem
100000373008Z	10/5/2022	\$175.00	Chassis Per Diem
100000368174Z	10/5/2022	\$385.00	Chassis Per Diem
100000368197Z	10/5/2022	\$385.00	Chassis Per Diem
100000368200Z	10/5/2022	\$385.00	Chassis Per Diem
100000368202Z	10/5/2022	\$385.00	Chassis Per Diem
100000368199Z	10/5/2022	\$420.00	Chassis Per Diem
100000368201Z	10/5/2022	\$420.00	Chassis Per Diem
100000368203Z	10/5/2022	\$420.00	Chassis Per Diem
100000368198Z	10/5/2022	\$455.00	Chassis Per Diem
100000368211Z	10/5/2022	\$1,120.00	Chassis Per Diem
100000368209Z	10/5/2022	\$1,190.00	Chassis Per Diem
100000368210Z	10/5/2022	\$1,190.00	Chassis Per Diem
100000368180Z	10/5/2022	\$1,435.00	Chassis Per Diem
MEDUI9950383	10/8/2022	\$625.00	Freight

BOL	Invoice Date	Outstanding amt#	TYPE
100000373152Z	10/13/2022	\$35.00	Chassis Per Diem
100000373319Z	10/13/2022	\$105.00	Chassis Per Diem
100000373151Z	10/13/2022	\$140.00	Chassis Per Diem
100000373191Z	10/13/2022	\$140.00	Chassis Per Diem
100000373641Z	10/13/2022	\$140.00	Chassis Per Diem
100000373680Z	10/13/2022	\$140.00	Chassis Per Diem
100000373154Z	10/13/2022	\$175.00	Chassis Per Diem
100000373292Z	10/13/2022	\$175.00	Chassis Per Diem
100000373324Z	10/13/2022	\$315.00	Chassis Per Diem
100000373326Z	10/13/2022	\$315.00	Chassis Per Diem
100000373644Z	10/13/2022	\$315.00	Chassis Per Diem
100000373223Z	10/13/2022	\$420.00	Chassis Per Diem
100000373226Z	10/13/2022	\$455.00	Chassis Per Diem
100000373228Z	10/13/2022	\$490.00	Chassis Per Diem
100000373640Z	10/13/2022	\$490.00	Chassis Per Diem
100000373645Z	10/13/2022	\$490.00	Chassis Per Diem
100000373221Z	10/13/2022	\$525.00	Chassis Per Diem
100000373314Z	10/13/2022	\$525.00	Chassis Per Diem
100000373651Z	10/13/2022	\$525.00	Chassis Per Diem
100000373652Z	10/13/2022	\$525.00	Chassis Per Diem
100000373189Z	10/13/2022	\$560.00	Chassis Per Diem
100000373190Z	10/13/2022	\$560.00	Chassis Per Diem
100000373224Z	10/13/2022	\$560.00	Chassis Per Diem
100000373231Z	10/13/2022	\$560.00	Chassis Per Diem
100000373315Z	10/13/2022	\$560.00	Chassis Per Diem
100000373230Z	10/13/2022	\$630.00	Chassis Per Diem
100000373316Z	10/13/2022	\$630.00	Chassis Per Diem
100000373317Z	10/13/2022	\$630.00	Chassis Per Diem
100000373318Z	10/13/2022	\$630.00	Chassis Per Diem
100000373320Z	10/13/2022	\$630.00	Chassis Per Diem
100000373648Z	10/13/2022	\$630.00	Chassis Per Diem
100000373650Z	10/13/2022	\$630.00	Chassis Per Diem
100000373323Z	10/13/2022	\$665.00	Chassis Per Diem
100000373647Z	10/13/2022	\$665.00	Chassis Per Diem
100000373225Z	10/13/2022	\$700.00	Chassis Per Diem
100000373233Z	10/13/2022	\$700.00	Chassis Per Diem
100000373322Z	10/13/2022	\$700.00	Chassis Per Diem
100000373222Z	10/13/2022	\$735.00	Chassis Per Diem
100000373255Z	10/13/2022	\$840.00	Chassis Per Diem
100000373415Z	10/13/2022	\$1,155.00	Chassis Per Diem
100000373396Z	10/13/2022	\$1,750.00	Chassis Per Diem
100000373399Z	10/13/2022	\$1,750.00	Chassis Per Diem
100000373063Z	10/13/2022	\$1,785.00	Chassis Per Diem
100000373397Z	10/13/2022	\$1,855.00	Chassis Per Diem
100000373398Z	10/13/2022	\$1,855.00	Chassis Per Diem
100000373206Z	10/13/2022	\$1,960.00	Chassis Per Diem

BOL	Invoice Date	Outstanding amt#	TYPE
MEDUVE684448	10/16/2022	\$250.00	Freight
100000375378Z	10/17/2022	\$35.00	Chassis Per Diem
100000375380Z	10/17/2022	\$175.00	Chassis Per Diem
100000374842Z	10/17/2022	\$210.00	Chassis Per Diem
100000374844Z	10/17/2022	\$245.00	Chassis Per Diem
100000374845Z	10/17/2022	\$280.00	Chassis Per Diem
100000375345Z	10/17/2022	\$385.00	Chassis Per Diem
100000375346Z	10/17/2022	\$385.00	Chassis Per Diem
100000375354Z	10/17/2022	\$385.00	Chassis Per Diem
100000374874Z	10/17/2022	\$805.00	Chassis Per Diem
100000374881Z	10/17/2022	\$1,015.00	Chassis Per Diem
100000374744Z	10/17/2022	\$1,855.00	Chassis Per Diem
100000374745Z	10/17/2022	\$2,100.00	Chassis Per Diem
100000377780Z	10/19/2022	\$105.00	Chassis Per Diem
100000377271Z	10/19/2022	\$245.00	Chassis Per Diem
100000377860Z	10/19/2022	\$245.00	Chassis Per Diem
100000377279Z	10/19/2022	\$280.00	Chassis Per Diem
100000377192Z	10/19/2022	\$385.00	Chassis Per Diem
100000377273Z	10/19/2022	\$490.00	Chassis Per Diem
100000377749Z	10/19/2022	\$490.00	Chassis Per Diem
100000377285Z	10/19/2022	\$630.00	Chassis Per Diem
100000377752Z	10/19/2022	\$735.00	Chassis Per Diem
100000377287Z	10/19/2022	\$840.00	Chassis Per Diem
100000377216Z	10/19/2022	\$910.00	Chassis Per Diem
100000377217Z	10/19/2022	\$910.00	Chassis Per Diem
100000377215Z	10/19/2022	\$945.00	Chassis Per Diem
100000377404Z	10/19/2022	\$1,470.00	Chassis Per Diem
100000379087Z	10/20/2022	\$35.00	Chassis Per Diem
100000378956Z	10/20/2022	\$70.00	Chassis Per Diem
100000378991Z	10/20/2022	\$140.00	Chassis Per Diem
100000378992Z	10/20/2022	\$140.00	Chassis Per Diem
100000378958Z	10/20/2022	\$175.00	Chassis Per Diem
100000379243Z	10/20/2022	\$490.00	Chassis Per Diem
100000379286Z	10/20/2022	\$595.00	Chassis Per Diem
100000378892Z	10/20/2022	\$805.00	Chassis Per Diem
100000379916Z	10/21/2022	\$1,715.00	Chassis Per Diem
MEDUF1248295	10/22/2022	\$125.00	Freight
MEDUPV461009	10/25/2022	\$24,237.00	Freight
100000382596Z	10/28/2022	\$35.00	Chassis Per Diem
100000382766Z	10/28/2022	\$35.00	Chassis Per Diem
100000382770Z	10/28/2022	\$35.00	Chassis Per Diem
100000382888Z	10/28/2022	\$35.00	Chassis Per Diem
100000382894Z	10/28/2022	\$35.00	Chassis Per Diem
100000383026Z	10/28/2022	\$35.00	Chassis Per Diem
100000382597Z	10/28/2022	\$70.00	Chassis Per Diem
100000382686Z	10/28/2022	\$70.00	Chassis Per Diem

BOL	Invoice Date	Outstanding amt#	TYPE
100000383025Z	10/28/2022	\$105.00	Chassis Per Diem
100000383030Z	10/28/2022	\$105.00	Chassis Per Diem
100000383039Z	10/28/2022	\$105.00	Chassis Per Diem
100000382661Z	10/28/2022	\$175.00	Chassis Per Diem
100000382660Z	10/28/2022	\$210.00	Chassis Per Diem
100000382765Z	10/28/2022	\$280.00	Chassis Per Diem
100000382767Z	10/28/2022	\$350.00	Chassis Per Diem
100000382769Z	10/28/2022	\$350.00	Chassis Per Diem
100000382607Z	10/28/2022	\$385.00	Chassis Per Diem
100000382761Z	10/28/2022	\$385.00	Chassis Per Diem
100000382763Z	10/28/2022	\$385.00	Chassis Per Diem
100000382604Z	10/28/2022	\$420.00	Chassis Per Diem
100000382606Z	10/28/2022	\$420.00	Chassis Per Diem
100000382608Z	10/28/2022	\$455.00	Chassis Per Diem
100000382656Z	10/28/2022	\$700.00	Chassis Per Diem
100000382648Z	10/28/2022	\$770.00	Chassis Per Diem
100000382654Z	10/28/2022	\$945.00	Chassis Per Diem
100000382739Z	10/28/2022	\$1,155.00	Chassis Per Diem
100000382740Z	10/28/2022	\$1,155.00	Chassis Per Diem
100000382741Z	10/28/2022	\$1,715.00	Chassis Per Diem
100000382742Z	10/28/2022	\$1,785.00	Chassis Per Diem
100000382554Z	10/28/2022	\$2,345.00	Chassis Per Diem
100000382553Z	10/28/2022	\$2,415.00	Chassis Per Diem
100000382555Z	10/28/2022	\$2,415.00	Chassis Per Diem
100000382556Z	10/28/2022	\$2,415.00	Chassis Per Diem
100000384253Z	11/1/2022	\$35.00	Chassis Per Diem
100000385810Z	11/1/2022	\$35.00	Chassis Per Diem
100000385710Z	11/1/2022	\$1,330.00	Chassis Per Diem
100000385664Z	11/1/2022	\$2,450.00	Chassis Per Diem
100000385665Z	11/1/2022	\$2,450.00	Chassis Per Diem
100000385662Z	11/1/2022	\$2,485.00	Chassis Per Diem
100000385663Z	11/1/2022	\$2,485.00	Chassis Per Diem
100000385666Z	11/1/2022	\$2,555.00	Chassis Per Diem
100000386573Z	11/1/2022	\$2,590.00	Chassis Per Diem
100000385667Z	11/1/2022	\$2,730.00	Chassis Per Diem
100000387040Z	11/2/2022	\$175.00	Chassis Per Diem
MEDUV9114566	11/8/2022	\$13,925.00	Freight
MEDUO3054253	11/9/2022	\$2,600.00	Freight
MEDUZB773113	11/9/2022	\$6,000.00	Freight
MEDUV9011697	11/9/2022	\$18,957.00	Freight
MEDUV9036884	11/9/2022	\$19,072.00	Freight
MEDUID944605	11/11/2022	\$6,000.00	Freight
100000392351Z	11/11/2022	\$35.00	Chassis Per Diem
100000392449Z	11/11/2022	\$35.00	Chassis Per Diem
100000392625Z	11/11/2022	\$35.00	Chassis Per Diem
100000392686Z	11/11/2022	\$35.00	Chassis Per Diem

BOL	Invoice Date	Outstanding amt#	TYPE
100000392698Z	11/11/2022	\$35.00	Chassis Per Diem
100000392701Z	11/11/2022	\$35.00	Chassis Per Diem
100000392702Z	11/11/2022	\$35.00	Chassis Per Diem
100000392762Z	11/11/2022	\$35.00	Chassis Per Diem
100000392764Z	11/11/2022	\$35.00	Chassis Per Diem
100000392765Z	11/11/2022	\$35.00	Chassis Per Diem
100000392349Z	11/11/2022	\$70.00	Chassis Per Diem
100000392352Z	11/11/2022	\$70.00	Chassis Per Diem
100000392601Z	11/11/2022	\$70.00	Chassis Per Diem
100000392627Z	11/11/2022	\$70.00	Chassis Per Diem
100000392628Z	11/11/2022	\$70.00	Chassis Per Diem
100000392685Z	11/11/2022	\$70.00	Chassis Per Diem
100000392605Z	11/11/2022	\$105.00	Chassis Per Diem
100000392766Z	11/11/2022	\$105.00	Chassis Per Diem
100000392772Z	11/11/2022	\$105.00	Chassis Per Diem
100000407179Z	11/11/2022	\$105.00	Chassis Per Diem
100000392355Z	11/11/2022	\$140.00	Chassis Per Diem
100000392358Z	11/11/2022	\$140.00	Chassis Per Diem
100000392631Z	11/11/2022	\$140.00	Chassis Per Diem
100000392652Z	11/11/2022	\$140.00	Chassis Per Diem
100000392356Z	11/11/2022	\$175.00	Chassis Per Diem
100000392400Z	11/11/2022	\$175.00	Chassis Per Diem
100000392653Z	11/11/2022	\$175.00	Chassis Per Diem
100000392689Z	11/11/2022	\$175.00	Chassis Per Diem
100000392752Z	11/11/2022	\$175.00	Chassis Per Diem
100000392767Z	11/11/2022	\$175.00	Chassis Per Diem
100000392399Z	11/11/2022	\$210.00	Chassis Per Diem
100000392401Z	11/11/2022	\$210.00	Chassis Per Diem
100000392768Z	11/11/2022	\$245.00	Chassis Per Diem
100000392350Z	11/11/2022	\$315.00	Chassis Per Diem
100000392770Z	11/11/2022	\$385.00	Chassis Per Diem
100000392773Z	11/11/2022	\$420.00	Chassis Per Diem
100000392769Z	11/11/2022	\$455.00	Chassis Per Diem
100000392493Z	11/11/2022	\$490.00	Chassis Per Diem
100000392385Z	11/11/2022	\$1,015.00	Chassis Per Diem
100000392386Z	11/11/2022	\$1,190.00	Chassis Per Diem
100000392389Z	11/11/2022	\$1,330.00	Chassis Per Diem
100000392361Z	11/11/2022	\$1,470.00	Chassis Per Diem
100000392378Z	11/11/2022	\$1,610.00	Chassis Per Diem
100000392362Z	11/11/2022	\$1,715.00	Chassis Per Diem
100000392337Z	11/11/2022	\$2,800.00	Chassis Per Diem
MEDUJF429511	11/12/2022	\$6,125.00	Freight
MEDUTW146137	11/12/2022	\$42,866.00	Freight
MEDUV9154497	11/14/2022	\$1,300.00	Freight
MEDUV9154513	11/14/2022	\$1,300.00	Freight
MEDIUY945582	11/14/2022	\$9,402.00	Freight

BOL	Invoice Date	Outstanding amt#	TYPE
MEDUI5821281	11/15/2022	\$375.00	Freight
MEDUO2050179	11/16/2022	\$125.00	Freight
100000395268Z	11/17/2022	\$35.00	Chassis Per Diem
100000395808Z	11/17/2022	\$70.00	Chassis Per Diem
100000398125Z	11/22/2022	\$35.00	Chassis Per Diem
100000398126Z	11/22/2022	\$35.00	Chassis Per Diem
100000398127Z	11/22/2022	\$35.00	Chassis Per Diem
100000398128Z	11/22/2022	\$35.00	Chassis Per Diem
100000398008Z	11/22/2022	\$350.00	Chassis Per Diem
100000398048Z	11/22/2022	\$385.00	Chassis Per Diem
MEDUV9107933	11/27/2022	\$9,363.00	Freight
MEDUV9095401	11/27/2022	\$18,726.00	Freight
MEDUI5810052	11/28/2022	\$875.00	Freight
MEDUZD154361	11/30/2022	\$6,125.00	Freight
MEDUPV468087	11/30/2022	\$59,944.00	Freight
100000400459Z	11/30/2022	\$490.00	Chassis Per Diem
MEDUJF502580	12/3/2022	\$6,000.00	Freight
MEDUX3925062	12/3/2022	\$6,125.00	Freight
MEDUIY895670	12/3/2022	\$9,104.00	Freight
MEDUO2356964	12/4/2022	\$6,325.00	Freight
MEDUO2357053	12/4/2022	\$6,366.38	Freight
MEDUZB577944	12/4/2022	\$8,500.00	Freight
MEDUZB577969	12/4/2022	\$8,625.00	Freight
MEDUV9095252	12/11/2022	\$9,331.00	Freight
MEDUV9095187	12/11/2022	\$18,912.00	Freight
MEDUQ9028596	12/13/2022	\$675.00	Freight
MEDUV9217336	12/14/2022	\$7,495.00	Freight
MEDUV9154232	12/14/2022	\$7,495.00	Freight
100000407220Z	12/15/2022	\$35.00	Chassis Per Diem
100000407223Z	12/15/2022	\$35.00	Chassis Per Diem
100000407232Z	12/15/2022	\$35.00	Chassis Per Diem
100000407237Z	12/15/2022	\$35.00	Chassis Per Diem
100000407286Z	12/15/2022	\$35.00	Chassis Per Diem
100000407295Z	12/15/2022	\$35.00	Chassis Per Diem
100000407302Z	12/15/2022	\$35.00	Chassis Per Diem
100000407366Z	12/15/2022	\$35.00	Chassis Per Diem
100000407263Z	12/15/2022	\$70.00	Chassis Per Diem
100000407267Z	12/15/2022	\$70.00	Chassis Per Diem
100000407293Z	12/15/2022	\$70.00	Chassis Per Diem
100000407355Z	12/15/2022	\$70.00	Chassis Per Diem
100000407234Z	12/15/2022	\$105.00	Chassis Per Diem
100000407264Z	12/15/2022	\$105.00	Chassis Per Diem
100000407265Z	12/15/2022	\$105.00	Chassis Per Diem
100000407292Z	12/15/2022	\$140.00	Chassis Per Diem
100000407249Z	12/15/2022	\$175.00	Chassis Per Diem
100000407251Z	12/15/2022	\$175.00	Chassis Per Diem

BOL	Invoice Date	Outstanding amt#	TYPE
100000407253Z	12/15/2022	\$175.00	Chassis Per Diem
100000407255Z	12/15/2022	\$175.00	Chassis Per Diem
100000407222Z	12/15/2022	\$210.00	Chassis Per Diem
100000407250Z	12/15/2022	\$210.00	Chassis Per Diem
100000407254Z	12/15/2022	\$210.00	Chassis Per Diem
100000407294Z	12/15/2022	\$210.00	Chassis Per Diem
100000407252Z	12/15/2022	\$350.00	Chassis Per Diem
100000409461Z	12/16/2022	\$70.00	Chassis Per Diem
MEDUJF794047	12/18/2022	\$7,683.00	Freight
100000312871R	12/19/2022	\$1,995.00	Rail Detention
100000312869R	12/19/2022	\$2,775.00	Rail Detention
MEDUV9217245	12/19/2022	\$6,240.00	Freight
MEDUO2354126	12/19/2022	\$6,366.38	Freight
MEDUO2303818	12/19/2022	\$7,707.00	Freight
MEDUO2260117	12/20/2022	\$26,619.00	Freight
100000412015Z	12/22/2022	\$3,450.00	Chassis Per Diem
MEDUPV514831	12/26/2022	\$12,685.16	Freight
MEDUPV507652	12/26/2022	\$38,260.21	Freight
MEDUO2350314	12/28/2022	\$6,366.38	Freight
MEDUO2407734	12/28/2022	\$7,715.00	Freight
MEDUO2400390	12/28/2022	\$8,980.00	Freight
MEDUO2308619	12/28/2022	\$47,140.66	Freight
100000413353Z	12/28/2022	\$35.00	Chassis Per Diem
100000413746Z	12/28/2022	\$175.00	Chassis Per Diem
MEDUO2400499	12/30/2022	\$8,855.00	Freight
100000415376Z	12/30/2022	\$175.00	Chassis Per Diem
100000415380Z	12/30/2022	\$175.00	Chassis Per Diem
100000415396Z	12/30/2022	\$210.00	Chassis Per Diem
MEDUPV523170	1/2/2023	\$17,672.00	Freight
MEDUPV523188	1/2/2023	\$17,672.00	Freight
100000416089Z	1/4/2023	\$175.00	Chassis Per Diem
100000415953Z	1/4/2023	\$210.00	Chassis Per Diem
100000416383Z	1/4/2023	\$490.00	Chassis Per Diem
MEDUQ9028711	1/6/2023	\$22,188.00	Freight
MEDUO3887801	1/7/2023	\$4,200.00	Freight
MEDUV9238332	1/7/2023	\$12,525.00	Freight
MEDUV9238324	1/7/2023	\$12,525.00	Freight
MEDUO2545418	1/7/2023	\$26,155.00	Freight
MEDUO2408914	1/8/2023	\$8,839.00	Freight
MEDUO2303743	1/8/2023	\$14,181.00	Freight
MEDUOL095223	1/10/2023	\$4,566.00	Freight
MEDUV9238316	1/10/2023	\$6,240.00	Freight
MEDUOL945229	1/11/2023	\$5,625.00	Freight
MEDUO2648980	1/11/2023	\$12,625.00	Freight
MEDUOL945237	1/11/2023	\$14,176.00	Freight
MEDUZF000844	1/12/2023	\$1,165.00	Freight

BOL	Invoice Date	Outstanding amt#	TYPE
MEDUZD637670	1/12/2023	\$4,717.00	Freight
MEDUO4018034	1/12/2023	\$6,750.00	Freight
MEDUO2376814	1/12/2023	\$12,682.00	Freight
MEDUQ9150648	1/13/2023	\$4,200.00	Freight
100000419825Z	1/13/2023	\$35.00	Chassis Per Diem
100000419828Z	1/13/2023	\$35.00	Chassis Per Diem
100000419829Z	1/13/2023	\$35.00	Chassis Per Diem
100000419852Z	1/13/2023	\$35.00	Chassis Per Diem
100000419893Z	1/13/2023	\$35.00	Chassis Per Diem
100000421582Z	1/13/2023	\$35.00	Chassis Per Diem
100000422397Z	1/13/2023	\$35.00	Chassis Per Diem
100000419850Z	1/13/2023	\$70.00	Chassis Per Diem
100000421580Z	1/13/2023	\$70.00	Chassis Per Diem
100000423584Z	1/13/2023	\$70.00	Chassis Per Diem
100000427701Z	1/13/2023	\$70.00	Chassis Per Diem
100000419824Z	1/13/2023	\$105.00	Chassis Per Diem
100000419826Z	1/13/2023	\$105.00	Chassis Per Diem
MEDUO4045581	1/14/2023	\$4,325.00	Freight
MEDUQ9113562	1/14/2023	\$4,325.00	Freight
MEDUO3910215	1/14/2023	\$8,400.00	Freight
MEDUO3910231	1/14/2023	\$12,975.00	Freight
MEDUO4045573	1/14/2023	\$12,975.00	Freight
MEDUO3910223	1/14/2023	\$12,975.00	Freight
MEDUUV772097	1/14/2023	\$25,200.00	Freight
MEDUUV772089	1/14/2023	\$25,950.00	Freight
MEDUQ9274398	1/16/2023	\$1,300.00	Freight
MEDUOL883123	1/16/2023	\$1,331.00	Freight
MEDUOL883024	1/16/2023	\$1,678.00	Freight
MEDUPH192387	1/16/2023	\$3,215.00	Freight
MEDUQ9274406	1/16/2023	\$4,025.00	Freight
100000428467Z	1/16/2023	\$70.00	Chassis Per Diem
100000429486Z	1/16/2023	\$70.00	Chassis Per Diem
100000436569Z	1/16/2023	\$70.00	Chassis Per Diem
100000436570Z	1/16/2023	\$70.00	Chassis Per Diem
100000437756Z	1/16/2023	\$70.00	Chassis Per Diem
MEDUO4154565	1/18/2023	\$1,300.00	Freight
MEDUZD896243	1/18/2023	\$1,300.00	Freight
MEDUZD839391	1/18/2023	\$1,300.00	Freight
MEDUZF109207	1/18/2023	\$1,300.00	Freight
MEDUZD847865	1/18/2023	\$1,425.00	Freight
MEDUZD839383	1/18/2023	\$1,425.00	Freight
MEDUZD891830	1/18/2023	\$2,600.00	Freight
MEDUO4154557	1/18/2023	\$2,600.00	Freight
MEDUO2440503	1/18/2023	\$6,341.00	Freight
MEDUO2462663	1/18/2023	\$6,341.00	Freight
MEDUO2437111	1/18/2023	\$7,707.00	Freight

BOL	Invoice Date	Outstanding amt#	TYPE
MEDUPV558002	1/18/2023	\$8,589.00	Freight
MEDUPV530357	1/18/2023	\$17,672.00	Freight
100000423070Z	1/18/2023	\$140.00	Chassis Per Diem
100000423123Z	1/18/2023	\$140.00	Chassis Per Diem
100000427698Z	1/19/2023	\$105.00	Chassis Per Diem
MEDUO2665224	1/20/2023	\$26,475.00	Freight
100000424184Z	1/20/2023	\$35.00	Chassis Per Diem
100000424181Z	1/20/2023	\$315.00	Chassis Per Diem
MEDUO2377887	1/21/2023	\$6,483.00	Freight
MEDUZD816423	1/22/2023	\$1,165.00	Freight
MEDUO4293009	1/25/2023	\$1,300.00	Freight
MEDUZD961427	1/25/2023	\$1,300.00	Freight
MEDUZD964991	1/25/2023	\$1,300.00	Freight
MEDUZD965063	1/25/2023	\$2,600.00	Freight
MEDUZD965022	1/25/2023	\$2,600.00	Freight
MEDUO4429215	1/25/2023	\$6,500.00	Freight
MEDUO2580837	1/25/2023	\$8,573.00	Freight
MEDUPV567748	1/25/2023	\$8,682.00	Freight
MEDUO2665091	1/25/2023	\$8,823.00	Freight
MEDUO4164531	1/25/2023	\$13,175.00	Freight
MEDUO4164549	1/25/2023	\$16,625.00	Freight
MEDUO4178952	1/25/2023	\$18,685.00	Freight
100000425948Z	1/25/2023	\$35.00	Chassis Per Diem
100000319252R	1/26/2023	\$330.00	Rail Detention
100000319253R	1/26/2023	\$825.00	Rail Detention
100000319254R	1/26/2023	\$825.00	Rail Detention
MEDUZD843401	1/26/2023	\$3,200.00	Freight
MEDUZF097790	1/26/2023	\$3,325.00	Freight
MEDUOL883073	1/26/2023	\$3,453.00	Freight
MEDUZF097741	1/26/2023	\$6,650.00	Freight
MEDUZD626244	1/26/2023	\$6,650.00	Freight
MEDUQ9152164	1/27/2023	\$3,199.38	Freight
MEDUZD625600	1/27/2023	\$3,200.00	Freight
MEDUZD843930	1/27/2023	\$3,200.00	Freight
MEDUO2767269	1/27/2023	\$5,025.00	Freight
MEDUO2784645	1/27/2023	\$5,025.00	Freight
MEDUO2831586	1/27/2023	\$8,825.00	Freight
MEDUO4134948	1/27/2023	\$16,000.00	Freight
MEDUO4134955	1/27/2023	\$16,000.00	Freight
MEDUZD826646	1/28/2023	\$3,325.00	Freight
MEDUX4296414	1/29/2023	\$1,300.00	Freight
MEDUV9366844	1/29/2023	\$1,300.00	Freight
MEDUV9366901	1/29/2023	\$1,360.00	Freight
MEDUV9366927	1/29/2023	\$2,720.00	Freight
100000427736Z	1/30/2023	\$70.00	Chassis Per Diem
100000427782Z	1/30/2023	\$70.00	Chassis Per Diem

BOL	Invoice Date	Outstanding amt#	TYPE
100000427785Z	1/30/2023	\$70.00	Chassis Per Diem
100000427735Z	1/30/2023	\$140.00	Chassis Per Diem
MEDUO2545392	1/31/2023	\$7,055.00	Freight
100000428511Z	1/31/2023	\$175.00	Chassis Per Diem
100000428526Z	1/31/2023	\$175.00	Chassis Per Diem
100000428527Z	1/31/2023	\$175.00	Chassis Per Diem
100000428528Z	1/31/2023	\$175.00	Chassis Per Diem
MEDUO2851162	2/1/2023	\$7,691.00	Freight
100000428957Z	2/1/2023	\$210.00	Chassis Per Diem
MEDUQ9338813	2/3/2023	\$2,685.00	Freight
MEDUO2723403	2/3/2023	\$5,041.00	Freight
MEDUO4293348	2/3/2023	\$16,000.00	Freight
MEDUOL845775	2/3/2023	\$16,500.00	Freight
100000429616Z	2/3/2023	\$35.00	Chassis Per Diem
100000429949Z	2/3/2023	\$980.00	Chassis Per Diem
MEDUO2852699	2/5/2023	\$4,500.00	Freight
MEDUO2919092	2/5/2023	\$5,025.00	Freight
MEDUO2871756	2/5/2023	\$12,050.00	Freight
100000431641Z	2/9/2023	\$175.00	Chassis Per Diem
100000431359Z	2/9/2023	\$455.00	Chassis Per Diem
MEDUDI429280	2/11/2023	\$8,750.00	Freight
MEDUQ9338870	2/13/2023	\$3,199.38	Freight
MEDUO2852517	2/14/2023	\$4,500.00	Freight
MEDUO2852483	2/14/2023	\$4,625.00	Freight
MEDUO2872218	2/14/2023	\$18,450.00	Freight
100000434152Z	2/15/2023	\$875.00	Chassis Per Diem
MEDUV9367073	2/17/2023	\$1,310.00	Freight
MEDUZF450221	2/17/2023	\$3,131.00	Freight
MEDUPV590948	2/18/2023	\$13,700.00	Freight
MEDUU9070183	2/22/2023	\$3,325.00	Freight
MEDUZD971905	2/22/2023	\$3,325.00	Freight
MEDUDI416519	2/22/2023	\$9,600.00	Freight
MEDUDI418572	2/22/2023	\$32,500.00	Freight
MEDUU9187995	2/23/2023	\$3,200.00	Freight
MEDUU9188068	2/24/2023	\$3,325.00	Freight
MEDUDI429165	2/24/2023	\$20,475.00	Freight
MEDUIF112185	2/25/2023	\$4,500.00	Freight
MEDUZF450239	2/26/2023	\$3,053.00	Freight
MEDUO4751659	2/28/2023	\$8,525.00	Freight
MEDUIF172874	3/1/2023	\$10,050.00	Freight
MEDUIF254375	3/1/2023	\$14,550.00	Freight
MEDUO4915288	3/3/2023	\$1,000.00	Freight
MEDUZF450213	3/3/2023	\$3,053.00	Freight
MEDUUJ057220	3/3/2023	\$16,000.00	Freight
MEDUIF337220	3/4/2023	\$6,050.00	Freight
MEDUO2894410	3/5/2023	\$15,200.00	Freight

BOL	Invoice Date	Outstanding amt#	TYPE
MEDUIF315408	3/10/2023	\$2,700.00	Freight
MEDUIF315499	3/10/2023	\$2,700.00	Freight
MEDUIF315473	3/10/2023	\$3,150.00	Freight
MEDUIF315481	3/10/2023	\$3,999.00	Freight
MEDUIF058453	3/10/2023	\$5,150.00	Freight
MEDUIF227157	3/10/2023	\$9,650.00	Freight
MEDUIF255562	3/10/2023	\$9,650.00	Freight
MEDUIF451773	3/11/2023	\$3,025.00	Freight
MEDUO5020583	3/12/2023	\$1,250.00	Freight
MEDUIF007716	3/12/2023	\$4,025.00	Freight
MEDUO2991620	3/12/2023	\$11,675.00	Freight
100000445635Z	3/14/2023	\$280.00	Chassis Per Diem
100000442191Z	3/15/2023	\$210.00	Chassis Per Diem
100000442192Z	3/15/2023	\$210.00	Chassis Per Diem
100000442193Z	3/15/2023	\$210.00	Chassis Per Diem
100000442195Z	3/15/2023	\$210.00	Chassis Per Diem
100000447692Z	3/15/2023	\$315.00	Chassis Per Diem
100000443842Z	3/15/2023	\$350.00	Chassis Per Diem
100000442134Z	3/15/2023	\$1,225.00	Chassis Per Diem
100000442135Z	3/15/2023	\$1,225.00	Chassis Per Diem
100000442136Z	3/15/2023	\$1,225.00	Chassis Per Diem
100000442137Z	3/15/2023	\$1,260.00	Chassis Per Diem
100000442714Z	3/16/2023	\$245.00	Chassis Per Diem
100000442717Z	3/16/2023	\$245.00	Chassis Per Diem
100000445628Z	3/16/2023	\$350.00	Chassis Per Diem
100000442574Z	3/16/2023	\$385.00	Chassis Per Diem
MEDUIF536698	3/18/2023	\$2,575.00	Freight
MEDUIF536714	3/18/2023	\$3,025.00	Freight
100000443910Z	3/20/2023	\$385.00	Chassis Per Diem
100000443869Z	3/20/2023	\$455.00	Chassis Per Diem
100000443923Z	3/20/2023	\$700.00	Chassis Per Diem
100000444277Z	3/21/2023	\$1,015.00	Chassis Per Diem
MEDUIF256032	3/22/2023	\$14,100.00	Freight
100000444951Z	3/23/2023	\$140.00	Chassis Per Diem
100000444908Z	3/23/2023	\$280.00	Chassis Per Diem
100000444874Z	3/23/2023	\$420.00	Chassis Per Diem
100000444875Z	3/23/2023	\$420.00	Chassis Per Diem
100000444946Z	3/23/2023	\$455.00	Chassis Per Diem
100000445017Z	3/23/2023	\$455.00	Chassis Per Diem
100000444941Z	3/23/2023	\$490.00	Chassis Per Diem
100000444943Z	3/23/2023	\$490.00	Chassis Per Diem
100000444939Z	3/23/2023	\$525.00	Chassis Per Diem
100000444940Z	3/23/2023	\$525.00	Chassis Per Diem
100000444942Z	3/23/2023	\$525.00	Chassis Per Diem
100000445010Z	3/23/2023	\$665.00	Chassis Per Diem
100000444890Z	3/23/2023	\$1,435.00	Chassis Per Diem

BOL	Invoice Date	Outstanding amt#	TYPE
100000444935Z	3/23/2023	\$1,470.00	Chassis Per Diem
MEDUIF468413	3/26/2023	\$3,150.00	Freight
MEDUU9638757	3/27/2023	\$1,000.00	Freight
MEDUU9638237	3/27/2023	\$3,750.00	Freight
MEDUU9595171	3/31/2023	\$5,000.00	Freight
MEDUIF452912	4/4/2023	\$3,150.00	Freight
MEDUO5614450	4/8/2023	\$1,000.00	Freight
MEDUO5376225	4/8/2023	\$1,250.00	Freight
MEDUIF452235	4/8/2023	\$3,525.00	Freight
MEDUIF524611	4/8/2023	\$3,525.00	Freight
MEDUZJ514161	4/13/2023	\$1,110.00	Freight
MEDUO5357217	4/17/2023	\$2,110.00	Freight
MEDUIU073686	5/10/2023	\$2,703.00	Freight
MEDUIF903815	5/10/2023	\$3,650.00	Freight
MEDUIU040784	5/10/2023	\$3,650.00	Freight
100000450081Z	5/11/2023	\$1,610.00	Chassis Per Diem
100000450079Z	5/11/2023	\$1,750.00	Chassis Per Diem
100000450998Z	5/15/2023	\$35.00	Chassis Per Diem
100000450590Z	5/15/2023	\$210.00	Chassis Per Diem
100000451291Z	5/15/2023	\$210.00	Chassis Per Diem
100000451284Z	5/15/2023	\$280.00	Chassis Per Diem
100000450256Z	5/15/2023	\$455.00	Chassis Per Diem

\$2,008,218.43

Total for OCA 19-524WW (7/1/2019 - 6/30/2020): **\$7,053.50**

Total for OCA 21-418WW (5/1/2021 - 4/30/2022): **\$121,649.00**

Total for OCA 22-418WW (5/1/2022 - 5/22/2023): **\$1,879,515.93**

Electronic Proof of Claim Confirmation: 3335-1-XIDYZ-871165681

Claim Electronically Submitted on (UTC) : 2023-07-06T22:09:05.653Z

Submitted by: MSC Mediterranean Shipping Company SA
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